

**General Contract Conditions for activities as Marine Surveyor, performed by the Nautical Bureau, Hamburg**

**In case of disputes about the interpretation of the individual paragraphs the German version is always binding.**

**§ 1 Integral part of the contract**

These „General Contract Conditions“ are applicable to all legal relationships between the contractor and the client (Nautical Bureau, Hamburg). Opposing or deviating business terms of the client do not bind the contractor, even if the contractor does not expressly object or performs services without reservations regardless of opposing or deviating business terms of the client or accepts services of the contractor, unless the contractor expressly acknowledges the deviating business terms of the client in writing.

**§2 Order placement**

The order is placed verbally or in writing. Written form may be demanded by a contract partner.

**§3 Scope of the order**

Object of the order is any type of issuance of expert opinion like the determination of facts, causes, evaluation, examination, consultation, control or supervision in extra judicial as well as in judicial or arbitral proceedings.

**§4 Performance of the order**

The contractor agrees to perform the order with the diligence of a proper expert in an impartial and objective manner according to best knowledge and conscience.

The contractor performs the contractual service personally. Insofar serving the purpose, the contractor may employ the support of auxiliary personnel or co-operation partners.

If the consultation of a further expert is necessary for the proper performance of the order (e.g. laboratory analyses), the order is placed by the client.

The contractor is authorized to have the necessary examinations and tests done at the costs of the client, to perform enquiries, travels or visitations, and to produce photos and drawings and documentations or have them produced without requiring a special agreement of the client. If the acquisition of information from an authority is required, the client agrees to issue the contractor corresponding written authority upon first request.

If it becomes evident during the fulfilment of the order that unreasonable costs accrue or time effort becomes necessary that is disproportionate, the client is to be informed immediately to discuss further proceedings. Written elaborations and photographic documentation is provided to the client in the quantity desired.

**§5 Obligations of the client**

The client states all specifications necessary for the performance of the order, hands the required documents over to the contractor and grants him any support needed. If the order is extended to third parties by the contractor in representation of the client, the contractor shall receive written authorization upon request.

**§6 Obligation to secrecy of the contractor**

The contractor is obliged to maintain secrecy. Violation of the obligation to secrecy by the contractor is a punishable offence. The obligation to secrecy includes all not apparent facts and continues also after the termination of the contract. The obligation to secrecy is also applicable to employees of the contractor and his co-operation partners.

The contractor is authorized to disclose or use knowledge gained during the consulting activity if he is obliged to do so due to legal regulations, or the client has released him of the obligation to secrecy in writing.

**§7 Utilization of the service of the contractor**

The services of the contractor may only be used for the specific object for which the order was placed. Other utilization requires the written agreement of the client. The contractor keeps the copyright to the services he provided, insofar they are protectable by copyright.

**§8 Remuneration**

The contractor has the right to corresponding remuneration. The amount of remuneration is to be agreed upon in lump sum or hourly fee upon order placement/order acceptance. If not agreed otherwise, the remuneration by hourly fee includes office work and, if necessary, appropriate or common a relevant photographic documentation. Additional costs like travel expenses or accommodations are billed separately. If the client decides to withdraw an order, the contractor is entitled to adequate remuneration to the extent of the work already performed.

Invoices of the contractor are to be paid by the client immediately after receipt. This is also applicable regardless of whether the content of an expert opinion created by the contractor leads to compensations of third parties or not. The amount of the legal default interest is based on §288 BGB.

**§9 Non-compliance with the period of time**

Delayed performance only occurs if the contractor is responsible for the delayed performance. Delayed performance does not occur if the delay is due to Acts of God, war, strike, lockout, illness of the contractor etc. If the contractor is not able to perform the order permanently due to such hindrances, he is released from the contractual obligations.

**§ 10 Cancellation**

The cancellation of the contract is only possible by the parties to the contract due to important reason. If the contract is cancelled due to important reason within the responsibility of the contractor, he is only entitled to remuneration for the service performed up to the cancellation insofar as the contractor can utilize it objectively.

#### § 11 Damage compensation

The contractor is liable for damages he caused. He is insured by the International Transport Intermediaries Club Ltd., London (ITIC). In case of a damage caused by slight negligence the liability ceiling is 500.000,00 EUR. The contractor agrees to insure this liability sum. If the client requests a higher liability sum, it can be covered at the costs of the client.

If the client is held liable from a third party due to a damage that the contractor caused, the client is only entitled to compensation insofar that the client is liable for compensation to the third party due to legal regulations and only to the extent that the client is able to limit his liability.

If damage compensation is paid to a third party due to a damage caused by the contractor in slight negligence, any amount over 500.000,00 EUR shall be paid by the client.

#### §12 Place of fulfilment and jurisdiction

Place of fulfilment and jurisdiction is the business location of the contractor (Nautical Bureau, Hamburg) in Hamburg. German law is exclusively applicable to the contractual and non-contractual legal relationships with the client. Should individual clauses of this contract be or become void in whole or part, this has no effect on the validity of the remaining clauses. The completely or partially void clauses shall be replaced by clauses that are as similar to the commercial purpose of the void clauses as possible.