



Standard Terms & Conditions of German Lashing Robert Böck GmbH (Seller)

To be used with businesses

1. Scope of application

These terms & conditions shall apply as amended from time to time for any current and future quotations, deliveries and business transactions, even if not specifically referred to in individual cases. These terms & conditions shall apply in particular to the performance of repairs, remodeling, maintenance and installation work on containers, chassis, trailers, vehicles in combined traffic, ships or related equipment, hereinafter referred to as "Ship", even if only part of a Ship is concerned.

The terms and conditions of our contractual partners (hereinafter: Customer(s) or Buyer(s)) or third parties shall not apply, even if not specifically contested in individual cases. Should we (German Lashing Robert Böck GmbH) refer to a letter that contains the terms and conditions of the Customer or any third party, this does not imply our agreement with the application thereof.

II. Formation of agreement

1. All our quotations shall be non-binding in every respect. In any event, orders are binding on us only if and when we have confirmed them in writing or executed them. The contents of the contract fixed in writing shall govern exclusively, and any previous statements, representations and the like that are not included in the confirmation of the order, shall be deemed cancelled. Amendments must be made in writing. The written form shall be deemed to have been observed by transmittals via facsimile or email.
2. The determination with regard to scope and usefulness of a repair is solely the Customer's responsibility. We may rely on the statements of a classification society with regard to our work without further examination.
3. If we provide or see to the provision of tugboats and/or warping crews, we do so on behalf and at the expense of the Customer or Buyer. Any liability for loss or damage shall be excluded, with the Customer bearing in particular the risk with regard to the Ship's stability.
4. The Customer is obligated to specify particular characteristics or any special condition, prior contamination (e.g. asbestos) or the like of the Ship, for example the effect of changes in shafting on the calculation of the torsional vibration or the behavior of the Ship during swells. The Customer must provide us free of charge in writing all information and specifications required for our performance, constructions and calculations, including, but not limited to, the loads, purpose of use, location of use of structures, steel structure drawings of the existing ship structures and equipment (decks, transverse and longitudinal bulkheads, tank deck/double bottom/tank levels, transverse and longitudinal hatch coamings, hatch cover dimensions, General Arrangement Plan, main body plans, material thickness plan, material properties (mechanical strength properties of existing steel elements) etc.) to be considered for the structures. The Customer shall determine or assess the compatibility of the structures built by us with the respective location of their use in structural respect and according to local requirements, and, if necessary, the Ship must be adapted by the Customer at its own expense. Any alteration of the structures built by us is not permissible without our written consent. Our liability shall be excluded for any loss or damage arising directly or indirectly from the disregard of such instructions.
5. The Customer must deliver the Ship at the agreed place in such condition as to allow us to immediately start working on it. We shall be entitled to termination with immediate effect if the Ship is not delivered on the agreed date.
6. Any equipment of the Ship that we are not working on shall be secured against accidents. Prior to working in the holds, the hatch covers and hatch beams must be removed by the Customer and safely placed in an accident-proof manner. Third parties may not be employed on the Ship during the work without our approval.
7. If we become aware after having entered into the contract that insolvency proceedings have been instituted in court regarding the Customer's or Buyer's assets, or if the Customer or Buyer has suspended payments, we shall be entitled to request collateral for our counter-performance up the full amount thereof, or to terminate the contract by charging our expenses. In the event of termination for the reason stated above, we shall be entitled to acquire at current market terms any material and/or semi-finished goods including special equipment, if any.

III. Pricing

1. All prices are quoted as ex works and are exclusive of packaging, freight, postage, shipping costs, insurance of value and assembly. This shall apply *mutatis mutandis* for agreed-upon partial deliveries. The value added tax will be calculated and shown separately on the invoice.
2. The prices quoted and invoiced are calculated in such a manner as to provide that any salvaged material shall pass into our ownership without remuneration.



3. Our prices are based on the cost factors applicable at the time of our quotation. Should the cost factors increase before the order is issued or during the execution thereof, the order price may be increased in reasonable proportion to the changed circumstances if the execution of the order would be unacceptable at the original prices.

IV. Terms of payment

1. Payments shall be made without any deduction upon acceptance or delivery of the object of the order, but no later than upon notice of completion and handing over or forwarding of the invoice. In the event of maintenance, manufacturing, repair and assembly work, partial payments may be requested upon respective notice by us in accordance with the progress of the work.
2. Checks shall be accepted only as payment. Bills of exchange shall be accepted only after prior agreement and as payment. Any expenses shall be charged to the Customer.
3. A right of retention and set-off against our invoiced claims shall be excluded, unless the set-off or right of retention concerns an uncontested claim that is ripe for judgment or has become final and absolute.
4. If the Customer is in default in payment, we shall be entitled to suspend any action required for the fulfillment of our own obligations until the overdue amount has been paid. Any agreed-upon completion date shall be extended accordingly. In the event of default in payment on the part of the Customer, we shall be entitled to claim damages from the Customer and/or to rescind the contract. Our entitlement to receive payment for work performed shall not be affected thereby.
5. We are entitled to charge default interest in the amount of the statutory interest rates or the actual higher interest rates on loans paid by us.

V. Shipment

1. Unless agreed upon otherwise, shipment shall be made in any event for the account and at the risk of the recipient even if our own means of transport are used. If shipment freight prepaid has been agreed upon, this shall also be at the risk of the recipient.
2. In the event of damage to or loss of goods in transit, a confirmation of such damage or loss must be sought from the train, mail van or truck driver prior to the acceptance of the goods. Any damage based on the failure to seek such confirmation shall not be at our expense. The recipient of the goods must notify us of any discrepancies concerning the shipment, including, but not limited to, deviating quantities as well as apparent defects within eight (8) days in writing. Unless the Customer has given specific shipment instructions, we will ship the goods using the most suitable means of transport at our discretion. If any items are not stored in our facilities upon the Customer's request, we shall be entitled to insure these items at the Customer's expense. If the Customer does not provide rules regarding the insurance against damage to or loss of goods in transit, we shall be entitled to proceed without restriction at the Customer's expense. However, we are not obligated to purchase insurance.

VI. Delivery period, deliveries

1. The delivery period shall be determined – in a non-binding manner – on the basis of the actual work load as foreseeable at the time the order is issued. The period of delivery is further subject to the non-occurrence of force majeure, disruption of operations, strike, lock-out, defects of raw material or similar events that impede the execution of the order, regardless of whether they occur in our suppliers' or other contractual partners' operations. The events specified above shall also release us even if we are already in default. The delivery period is then extended by the time required. The same applies to supplements to the initial scope of the order that may have been agreed upon.
2. In the event of any other delay in delivery (default) or impossibility to deliver for which we are responsible, the Customer shall only be entitled to rescind the contract after having set a reasonable additional delivery period. Claims for damages shall be excluded regardless of the nature and the legal basis thereof, unless we have acted with willful misconduct or gross negligence.
3. If the impossibility to deliver goods or perform services is based on circumstances for which neither we nor any of the contracting parties are responsible, both parties shall be entitled to rescind the contract only if the adjustment of the contract to reflect the new circumstances is unreasonable. In the event of rescission, the Customer must reimburse our expenses, at least in the amount of a flat 10% of the confirmed value of the order, unless the Customer provides evidence that our damage is lower.
4. If the goods delivered or service performed are damaged or destroyed prior to acceptance due to circumstances for which we are not responsible, the Customer must pay for the (partial) delivery of goods and (partial) performance of service already provided.

VII. Notice of defect, warranty

1. Notice of recognizable defects must be given to us in writing and without delay upon completion of the work, but no later than upon delivery of the object of delivery or of performance. Notice of defects that cannot be immediately recognized even upon thorough examination, must be given to us by specifying the defect, immediately upon discovery of such defects, but no later than within six (6) months of the date of delivery of goods or performance of service.

2. In the event of defects of which we were properly notified and that have been proven, we shall be obligated, at our option, to rectify the defect free of charge in our facilities or to provide replacement with delivery ex works. The rectification of defects shall be deemed unreasonable if the outlay involved exceeds the value of the original object of delivery and of performance. In the event of rectification of defects or delivery of replacement we shall be obligated to a single repetition only. In the event we culpably fail to fulfill this obligation despite being given reasonable time to do so, or if the rectification of defects or delivery of replacement is impossible or unreasonable for us, the Customer may, after having rescinded the contract, request that the transaction be reversed. In this case, the Customer must allow that any valuable advantages received be charged in the amount of no less than a flat 10% of the confirmed order value, unless the Customer proves that the amenity and advantage of using the goods/services is lower.

3. If the object of the delivery being the subject-matter of a sales contract is defective or is lacking the warranted characteristics, we have the option to either provide replacement or rectify the defect to the exclusion of any other warranty claims of the Buyer. The warranty period and period of limitation for the entitlement to rectification of defects and the compensation of damages shall expire one year after delivery, or if acceptance is required, after acceptance. Only the direct Buyer is entitled to warranty claims against us and these warranty claims may not be assigned.

4. The warranty for third party goods and services shall be limited to the assignment of our own warranty claims against third parties.

5. Any further claims as well as any liability for consequential harm caused by a defect shall be excluded. This limitation shall not apply to the liability for warranted characteristics.

VIII. Liability

1.

We shall not be liable

a) in the event of ordinary negligence of our corporate bodies, legal representatives, employees or other agents or subcontractors, and/or

b) in the event of gross negligence of our non-managerial employees or other agents or subcontractors, unless obligations essential to the contract have been violated.

Essential to the contract is the obligation of timely delivery and installation free from defects, as well as the obligation of providing advice, protection and proper care to allow the Customer to use the subject matter of the contract in conformity therewith, or which aim at the protection of life, body or health of the Customer's or third parties' personnel, or protect the Customer's property from significant damage.

c) In the event of liability for ordinary negligence, our liability for damages in the event of damage to property and personal injury shall be limited to the amount of EUR 5 million per occurrence of damage, even if it is based on the violation of obligations essential to the contract. We have purchased and are maintaining product liability insurance/third-party liability insurance at the terms customary in the Federal Republic of Germany with a minimum coverage of EUR 5 million per occurrence of damage and EUR 20 million maximum per insurance year.

2. The Customer is obligated to minimize the damage, failing which the Customer may not claim damages for that portion of the damage caused by such failure. Only the Buyer is entitled to warranty claims and these warranty claims may not be assigned.

3. The Customer must indemnify us from and hold us harmless against claims from third parties and/or crew members without further request.

4. The Customer shall be liable for any loss or damage, including loss or damage incurred by us or third parties and caused by persons who are on the Ship or in the shipyard on behalf of the Customer or with its approval. Any loss or damage caused by the Ship shall be at the Customer's expense.

5. If we are given items for the purpose of safekeeping, this is done at the risk of the Customer.

6. The Customer is responsible for guarding the Ship and/or its cargo.

7. Due to the exclusions of liability set forth above, the Customer shall be obligated to provide for the necessary insurance policies itself.

IX. Retention of title

1. All deliveries of goods including the materials processed by us are subject to retention of title. The delivered goods (= goods subject to retention of title – hereinafter "Reserved Goods" –) shall remain our property until the full payment of the price and any present or future receivables to which we are entitled against the Customer within the scope of this business relationship. In the event of Customer's conduct contrary to the terms of the contract constituting breach thereof – in particular if the Customer is in default of payment – we shall be entitled to take the Reserved Goods back after having set a reasonable time for performance. The Customer shall bear any transport costs incurred for the return of goods. Should we take back or attach Reserved Goods, this constitutes a rescission of the contract. We shall be entitled to realize



goods taken back by us. The proceeds of the realization shall be set off against the amounts owed by the Customer after deduction of a reasonable amount for the costs of such realization.

2. Any processing of goods delivered by us or by third parties into a new item shall be done for our benefit. The acquisition of ownership by the Buyer as provided in Sec. 950 German Civil Code ("BGB") shall be excluded. If our goods are processed with other goods not belonging to us, we shall acquire co-ownership of such new item on a pro-rata basis of the value of the goods delivered by us in proportion to the value of the new item at the time of processing. The new item shall also be deemed Reserved Goods within the meaning of these terms and conditions. If the Reserved Goods are combined or blended inseparably with other items not belonging to us, we shall acquire co-ownership to such new item on a pro-rata basis of the value of the Reserved Goods (final amount invoiced including VAT) in proportion to the other items combined or blended at the time of combining or blending. If the Buyer's item is to be considered the main item due to the manner the Reserved Goods have been combined or blended, it shall be agreed herewith between the Customer and us that the Buyer assigns co-ownership of such item to us on a pro-rata basis. We accept this assignment.

3. The Buyer herewith assigns to us its receivables from the further sale of the Reserved Goods in the amount corresponding to the value of the Reserved Goods. If the Reserved Goods are sold together with other goods not belonging to us at one total price, the Customer herewith assigns to us its receivables from the further sale in the amount corresponding to the value of the Reserved Goods. If the Reserved Goods co-owned by us are resold, the Customer herewith assigns to us its receivables from the further sale in the amount corresponding to the proportional value of our co-ownership. If the Reserved Goods are contributed by us or by the Customer as an essential part of a third party's real property or Ship, the Customer herewith assigns to us its claim for remuneration against the third party or the entity concerned in the amount corresponding to the value of the Reserved Goods. If we co-own the Reserved Goods, the assignment shall extend to the amount corresponding to the proportional value of our co-ownership. In the event the Customer is entitled to the creation of a collateral mortgage pursuant to Sec. 648 German Civil Code, this claim shall be assigned to us in the aforesaid amount. The value of the Reserved Goods within the meaning of this provision shall be the value of our invoice plus a security surcharge of 20%. It shall be up to us to determine the order of priority of any assigned partial amount in connection with the total claim accruing to the Customer. We accept the assignments set forth in this section.

4. The Customer shall be authorized and entitled to sell the Reserved Goods only within the scope of its ordinary course of business and subject to the provision that our claims and receivables under Section 3 hereof shall devolve upon us. The Customer shall not be entitled to make any other dispositions regarding the Reserved Goods (including the pledging and transfer of ownership by way of security thereof) or any other dispositions regarding the receivables and claims it has assigned or must assign to us pursuant to the terms of no. 3 thereof (including the assignment, the assignment by way of security, and the pledging thereof). If third parties access the Reserved Goods, in particular by way of attachment, the customer shall notify such third parties without delay of our ownership position, and shall inform us accordingly in writing. Should the third party not be in a position to compensate us for any judicial and extrajudicial costs that may be incurred by us in this connection, the Customer shall be liable to us for such costs.

5. We authorize the Customer, subject to revocation, to collect any receivable from the resale (claims for compensation for work and any other claims for remuneration). The Customer shall be obligated to keep the collected receivables strictly separated from its other assets and to transfer such receivables to us without delay. We shall not make use of our own collection right for as long as the Customer fulfills its payment obligations. Upon request, the Customer shall provide us with the names of the debtors owing the assigned amounts, and to notify them of the assignment. We are herewith authorized to notify the debtors of the assignment in the name of the Customer.

6. If the value of the collateral granted to us exceeds our receivables by more than 20%, we shall be obligated, at our option, to provide for a retransfer or release to such extent upon the Customer's request. Upon the full payment of all our receivables under the business relationship, the ownership of the Reserved Goods shall pass upon the Customer. At the same time, the Customer acquires the receivables assigned to us as collateral on our claims pursuant to the provisions above.

X. Extended right of lien

In the event of maintenance, manufacturing, repair and assembly work, we shall be entitled, by reason of our receivables under the order, to a contractual right of lien to the object of the order that we have in our possession due to the order issued to us. The contractual right of lien may also be exercised with regard to receivables resulting from previously performed work, the delivery of spare parts and any other performance to the extent they are connected to the object of the order. The contractual right of lien shall apply to other claims arising under the business relationship only to the extent they are uncontested or based on a decision that is final and absolute.

XI. Period of limitation

Any and all claims of the Customer shall become statute-barred twelve (12) months after the handing over or delivery, unless a longer period of limitation is prescribed by mandatory law.

XII. Miscellaneous

1. Should we subcontract the order to a third party, these terms & conditions shall apply in relation to the Customer also in favor of such third party.

2. Ownership and copyright to the documents prepared by us for the Customer shall remain with us. The documents shall be returned to us upon request and may not be disclosed to third parties without our consent.

XIII. Final provisions

1. Any amendments, supplements and cancellations of these Standard Terms & Conditions must be made in writing.
2. If any portion of these Standard Terms & Conditions should be or become invalid, the validity of the remaining provisions shall not be affected thereby. In the event of incompatibility with any mandatory provision of the law, these Terms & Conditions shall be applied correspondingly within the scope permitted by law.
3. The laws of the Federal Republic of Germany shall apply. The United Nations Convention on Contracts for the International Sale of Goods dated April 11, 1980 (CSIG) and any other international treaties governing international trade shall not apply. Place of performance for both parties and place of jurisdiction shall be the registered office and principal place of business of our company unless provided otherwise by mandatory law.

The Customer takes notice that we stores data arising under the contractual relationship in accordance with Sec. 28 Federal Data Protection Act for the purpose of data processing, and reserves the right to transfer such data to third parties (e.g. insurance companies) if required for the performance of the contract.