

Terms and Conditions of Supply of H+B technics GmbH + Co. KG (hereinafter referred to as H+B)

Retention of title

The goods shall remain the property of H + B until complete payment has been made.

In the event of the purchaser's behaviour being in breach of the contract, in particular in the case of a delay in payment, H+B can recover the goods and utilise them, offsetting against the account receivable. This shall only apply as rescission if H+B has declared the rescission in writing beforehand.

If the goods supplied are connected with other items of the purchaser's or of third parties' or processed in any other way, H+B shall, for a percentage of the value of the invoice total, become a co-owner of the combined overall item.

The purchaser shall be entitled to resell the item purchased in the ordinary course of business. However, the purchaser now already assigns to H+B all accounts receivable accruing to it from resale to third parties, in the amount of the invoice total including value-added tax due on it, irrespective of whether the goods are sold before or after combination.

H+B accepts the assignment.

The purchaser shall remain entitled to collect the account receivable. The authority of H+B to collect the account receivable itself shall not be affected by this. However, H+B undertakes not to collect the account receivable as long as the purchaser meets its payment commitments from the proceeds collected, does not default on payment, in particular no application has been made for the opening of the insolvency proceedings or payments have been suspended. Otherwise H+B can demand that the purchaser name the debtor of the assigned account receivable, gives all of the details necessary for collection, hands over the related documents and papers and disclose the assignment to the debtor.

In the case of seizures and other intervention by third parties concerning H+B's conditional goods, the purchaser must inform H+B immediately.

Warranty

If a defect appears in the item purchased, the purchaser has to inform H+B without undue delay. H+B decides upon the manner of remedying of the defect. If this repeatedly fails, the purchaser can demand a reduction of the purchase price or a rescission of the contract of sale. Normal wear and tear is not a defect.

The shipment of replacement parts shall be effected only against cash in advance. A refund shall be made when H+B has received the returned goods complained about and has recognised the obligation under the warranty. In this case, H+B shall bear the reasonable cost of labour for the replacement of the defective parts (in accordance with cost objective) and the cost of shipment. Claims for any other consequences of defects of any kind whatsoever (e.g. travelling expenses, splashdown costs) shall be excluded, unless an obligation to pay compensation is mandatory according to the applicable laws.

H+B shall not assume any guarantee for the suitability of the boat for the carrying of the purchased item / the system, in particular not for the sufficient strength of its components. This risk shall be borne by the purchaser.

The warranty period for defects of the purchased item / the system shall be 24 months from delivery of the equipment. The warranty period for any defects in the hydraulic pump, hydraulic components and electrical components shall be 12 months from delivery, as these components are subject to the guarantee terms of the respective manufacturer. Only the direct purchaser shall be entitled to make any claims against H+B for defects and such claims shall not be assignable.

Exclusion of liability

H+B shall not accept liability for damage to the boat, to its component parts or to its accessories which arise through the installation of the purchased item / the system.

H+B **shall not accept liability** for damage to property and physical injury arising from:

- * the lack of suitability of the boat or lack of strength of its components for carrying the purchased item / the system
- * operation of the purchased item / the system and coupled components outside of use for the normal intended purpose,
- * operation outside of the admissible load and/or load distribution range, disregarding the danger warnings (see operating instructions),
- * operation with oil not suitable, lack of power supply or unsuitable power supply
- * by **corrosion** due to the lack of activity of the boat's own earthing system or other circumstances influencing the galvanic reaction, or lack of cleaning and care.
- * influencing of operation or of operational reliability by external effects, wearing parts (e.g. anodes) or externally damaged components.

In addition, **liability shall be excluded** for damage which is based on slight negligence on the part of H+B, its statutory representatives or vicarious agents, unless liability for claims based on harm to life and limb or impairment of health are involved.

Applicable law, place of jurisdiction

Otherwise German laws, in particular the German Civil Code (Bürgerliches Gesetzbuch), the German Commercial Code (Handelsgesetzbuch) and the Product Liability Act shall apply to all supplies and services. Other general terms and conditions of business shall not be recognised.

The place of jurisdiction for every dispute shall be Münster in Westphalia.