

## General Terms and conditions of Business for a contract of conveyance

1. Global scope
  - 1.1 The general terms and conditions of business are valid for contracts between Yachtservice Graf ( YS Graf in the following ) and the corresponding contractor/customer (AG in the following ) concerning the conveyance of goods – in this special case including fittings.
  - 1.2 Contrary General Terms and conditions of Business from the AG are specifically objected to.
2. Contractual relationship
  - 2.1 The contracts of conveyance will materialise only if concluded in written form ( Confirmation of order through YS Graf ) or confirmation of a verbal order in written form by YS Graf.
  - 2.2 The contracts of conveyance, whose accomplishment require a permit or an authorisation through the appropriate authority – Conveyance of loads with excessive measurements -, will be concluded only under the suspensive condition of the permit or authorisation.  
The contractor has to pay for the fees/costs generated by official expenditures/obligations or other safety precautions ordered by the regulatory authorities as well as for expenses relating to the police.
3. Obligations of the contractor
  - 3.1 The AG commits himself to giving precise details about the place of picking up and the place of destination together with the destination of a commissioner or contact person.
  - 3.2 The AG is committed to preparing the cargo so that it is ready for conveyance and in a proper state of acceptance of shipment.
  - 3.3 The AG is committed to a veridical specification of the measurements concerning the length of the mast and its weight.
4. Liability of the contractor
  - 4.1 In case of violation of his commitments according to Article 3 Paragraph 1 – 3, the AG will have to reimburse the arisen costs in total to YS Graf.
  - 4.2 In case of excessive measurements of the cargo of the AG – not complying to the specification of the contractor and necessitating an official permit –, the contract will be revoked.
  - 4.3 If the conveyance cannot be carried out for any causes the AG is responsible for, ( see Point 4.2), a price of 1,00 Euro per kilometer will be invoiced and considered as valid (place of loading to hometown YS Graf or inversely).
5. Service of Yachtservice Graf
  - 5.1 YS Graf conveys the cargo from the indicated place of departure to the place of destination and delivers it to AG or to his designated consignee.
  - 5.2 YS Graf documents the taking-over/handling over of the cargo on corresponding delivery receipts.  
YS Graf informs the AG or his commissioner about the estimated time of arrival in due time. In case the information cannot be delivered because the AG or his commissioner cannot be reached, this information will be well considered as having been delivered.
  - 5.3 YS Graf is entitled to charging a further freight carrier to carry out the conveyance.
6. Liability
  - 6.1 YS Graf is liable for any damage resulting from an activity or a mistake which SY has made deliberately or friviously and being aware that some kind of damage would probably occur.
  - 6.2 Furthermore YS Graf is liable for loss, damage and exceeding the date of delivery only in the scope of the directly specific damage, up to the legal limits of liability. YS Graf is exempt from this liability if, and as far the damage results from circumstances which could not have been avoided even when acting most carefully and whose consequences could not have been anticipated, i.e. Strike, force majeure - if and as far as the damage results from a violation of the AG of his commitments according to paragraph 3. Regarding items which are packaged at the taking-over, YS Graf is exclusively liable in case of real loss.
7. Payment date of the concerted remuneration
  - 7.1 For inland shipments the concerted remuneration is to be paid by cash or by validated cheque before unloading is completed and for overseas shipments the remuneration has to be paid before starting loading. If payment is transferred, the transfer of money has to take place one week before the date of loading.
  - 7.2 If the AG does not comply with his duty of payment, YS Graf will be entitled to refuse taking over the cargo or to interrupt the conveyance after having started the transport and to put the cargo in storage at the costs of the AG. A remuneration of 33,- Euro for each commenced hour is considered as valid for the period of time YS Graf has to wait for the unpaid sums.
8. Sumation / Cession
  - 8.1 The AG may charge against YS Graf only such payment requests which are uncontested or legal.
  - 8.2 Whenever required by the AG, YS Graf will transfer a title to insurance benefits to a third party in regard to compensation, if thus the AG remains committed to payment towards YS Graf in case of a damage.
9. Insurance
  - 9.1 The firm YS Graf is liable in the scope of traffic detention as a freight carrier up to a maximum 8,33 special drawing rights (SRZ) kg. Concerning higher value cargo – carbon fiber masts -, the contract of an additional transport insurance by the AG is recommended. YS Graf will convey a corresponding transport insurance to the AG, if he wishes it.
  - 9.2 As far as claims arise for YS Graf resulting from a contracted transport insurance, YS Graf will cede these claims to the beneficiary of compensation in compliance with the requirements of paragraph 8 section 2.
10. Place of jurisdiction, applicable legislation
  - 10.1 Plön will be the only place of jurisdiction for law with traders or juristic person from the contract of transport or concerning claims connected to the contract.
  - 10.2 The German jurisdiction is applicable for any suits resulting from the contract of transport or claims connected to the contract. This is also valid for a foreign contractor.