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## General Terms and Conditions

### For surveying activities

#### Validity of terms

The preparation of the survey by the expert is exclusively carried out on the basis of these Terms and Conditions, as they accompany the order confirmation, are deposited with the client, or are visible on the website and/or at the business office of the contractor. At the client's request a copy of the Terms and Conditions will be provided.

Differing terms of business requested by the client other than these will only apply, if they are explicitly signed by the expert.

#### Placing of orders

The order of any survey must generally be issued in writing (letter, fax, email). The acceptance of the order, warranties or side-agreements require written confirmation by the expert.

#### Subject of the contract

1. Subject of the contract is any kind of surveying activity as they result from the placed order/acceptance of the contract.
- 2 Only the purpose explicitly named in the contract applies as reason for the assignment of the expert. The client is obligated to make known to the expert the specific purpose of the survey and immediately communicate any change of purpose.

#### Rights, duties and authorization

1. The order to deliver a survey will be completed impartially and in all conscience, in accordance with the applied principles.
- 2 The expert is not bound by any instructions of the client, if they lead to inaccuracy of the survey's substance.
- 3 The expert is, without requiring the consent of the client, by his professional judgment entitled to take all necessary measures for a proper assessment, in particular to conduct several inspections, further inquiries and investigations, to take photographs and prepare drawings or to have them prepared, to realize laboratory tests and experiments and/or let them be carried out.
- 4 The client authorizes the contractor to obtain all necessary information for the submission of the survey with all parties involved, designers and shipyards, authorities, police and insurance companies, as well as all other parties. The client is obligated to provide the expert with all necessary power of authority, if needed.
- 5 Unless the additional data acquisition mentioned above is not already subject to the order and prove to be costly and time-consuming, the prior approval of the client is to be obtained.

#### Obligation of the contracting authority

The client is obligated to provide the expert with all necessary as well as desired documents in a timely manner and free of charge. The client has to support the expert and grant him access to the assessment object. The client is obliged to inform the expert about any change, which may be of concern to the survey.

### **Assistants**

The expert is obligated to furnish the survey personally. If, however, it is necessary for the execution of the order, the expert may at his discretion call in assistant help. Arising expenses for assistants or laboratory testing are to be paid by the client without prior consultation with the expert. This applies to expenses up to a value of 150 € in individual cases, not exceeding the amount of 10% of the fee. In case higher expenses should arise, they have to be discussed with the client.

### **Other experts**

Other experts may in principle be called in only after consultation with the client. The client bears the full cost. The expert is not liable for surveys or results of other experts or appraisers.

### **Agreement on dates**

The expert has to issue the survey within a reasonable time. Fixed dates only apply, if they are confirmed to the client in writing.

### **Professional secrecy**

1. Within the framework of his surveying action the expert is obligated not to divulge personal and business secrets entrusted to him to third parties, including not apparent facts.
2. The expert is authorized to disclose secrets entrusted to him, if this is due to statutory regulations or if the client explicitly releases him of his professional secrecy.

### **Copyright**

- 1 The client may use the commissioned survey only to the purpose defined in the order. Reproduction and publication of a report are only possible, if the expert has given explicit consent in writing.
- 2 The expert has a copyright in the survey delivered by him.

### **Duty of disclosure**

The client is entitled to require the expert to provide information about whether the survey will be completed on schedule, whether the costs initially agreed upon are to be supplemented, as well as the latest state of progress.

### **Compensation of the expert**

1. The expert's fee is based on the respectively valid schedule of charges or the concrete price-fixing agreement. The current applicable fee schedule is available upon request. Payoff on a time basis is brought to account by each quarter of an hour or part thereof. A daily rate is calculated with 10 hours of working time. The information contained in the fee schedule are net prices. Added to this is the valid VAT.
2. The expert may insist upon advanced payments for required performance or charges. The expert is entitled only to act upon receipt of advanced payment.
- 3 The expert is entitled to charge to the client's account any expenses incurred in order to provide the ordered survey.
- 4 The survey is placed at the client's disposal in duplicate, one original and one copy. Additional copies must be ordered separately and are invoiced according to fee schedule.

### **Payment**

- 1 The invoice amount is generally to be paid without deduction within 10 work days of receipt of invoice. Any delay in payment of the invoice shall bear interest in the amount of 5% above base interest (§ 288 BGB [German Civil Code]). The expert is entitled to further claim default damage.
- 2 The client may only offset against the expert's payment claims, if counterclaims are undisputed or legally binding. Implementing a retaining lien in the respective contractual relationship is permitted.

### **Liability**

- 1 The expert is only liable in case of intention and gross negligence, regardless of whether it concerns a contractual, non-contractual or a statutory basis for claim.
- 2 The expert shall be liable for damages borne on an improper survey, including consequential damages and damages caused by a third party, irrespective of legal basis, only, if he or his subcontractors cause damages by intention or gross negligence. This also applies to damages caused by the expert in preparation of his survey, and for any damages occurring after supplementary performance.
- 3 The liability of the expert is limited to a) financial losses € 200,000.00, b) personal injury € 2,000,000.00, property damage € 1,000,000.00. Any further claims for damages are excluded.

### **Termination**

- 1 Termination of a survey contract is possible only for cause. It must be effected in writing.
- 2 A good cause for termination obtains, if the expert is grossly in breach of duties that rest with him according to expert regulations.
- 3 Among others a good cause for termination obtains, if the principal does not comply with their obligation to cooperate, refuses approval to inspection or does not grant access. Furthermore, a cause for termination applies, if the principal constrains the expert in his work or does not change his conduct contrary to duty after receipt of a reminder by the expert.

### **Place of Fulfilment**

Place of fulfilment is 24989 Dollerup, Germany.

### **Final clause**

- 1 If any provision of this contract is void due to legal regulations the validity of the remaining provisions of this agreement are not affect. Invalid provisions can be replaced by those that come closest to the intended purpose and are legitimate. The parties commit themselves to accept such substitute provision.
- 2 Changes or supplements to an agreement must be in writing.