



**General Terms and Conditions of
HMA Hanseatic Marine Advisors GmbH**

1. *Ambit*

1. These General Terms and Conditions (hereinafter referred to as “GTC”) apply to all contractual relationships between HMA Hanseatic Marine Advisors GmbH (hereinafter “Contractor”) and the Client. These terms and conditions are for use in business dealings with entrepreneurs.
2. Conflicting or deviating conditions of the client are only recognized if the contractor expressly confirms their validity in writing.
3. These terms and conditions apply in their current version also for follow-up orders and permanent business relationships. By placing the order, the client agrees to its validity.
4. The GTC can be viewed in the business premises and on the homepage <https://www.hma-gmbh.com/impressum> of the contractor.

2. *Assignment*

1. The order is only binding for the contractor if and insofar as it has been confirmed in writing. Supplements, changes and verbal ancillary agreements must also be in writing in order to be effective. This also applies in particular to promises and information provided by employees of the contractor and by the expert involved.
2. The written form requirement also applies to the amendment or repeal of this written form clause.

3. *Obligations of the client*

1. The client shall provide the contractor with all the documents required for the execution of the order (invoices, delivery notes and other transport documents) and information conscientiously, completely and free of charge and on time at its own expense, unless otherwise agreed in writing.
2. The contractor shall be informed in good time of all processes and circumstances that may be relevant for the contractor’s performance.



3. Execution of the contract without meeting the above points 3.1. to 3.3. takes place at the sole risk of the client, insofar as the contractor does not take any contributory negligence.
4. The client has to carry out all preparatory actions required for the execution of the order in his own responsibility and on his own account. The client has to have free access to the objects to be inspected and to have them available in a verifiable condition.
5. If a loading survey is the subject matter of the order placed by the client, he shall be obliged, in addition to the requirements of paragraph 1, to cooperate to ensure that the following information and documents are transmitted in a timely and complete manner:
 - Shipment and vessel details
 - Technical specifications for the vessel
 - Procedural / loading and stowage instructions
6. If, at an agreed time, delays occur as a result of breaches of duty by the client, the contractor reserves the right to charge for the additional expenses incurred as a result of this at the agreed, customary, hourly rate.

4. Obligations of the contractor

1. The contractor performs its services in a neutral, impartial and to the best of its knowledge and belief with the care of a proper expert.
2. The services to be rendered by the contractor shall be specified in writing when the order is placed, partial services shall be possible. If, during the execution of the order, deviations changes and/or extensions of the fixed scope of the order or the agreed fixed remuneration arise, these shall – as far as possible – be regulated in writing between the contracting parties. If it is not reasonable to expect the client to adhere to the contract with regard to the deviations, changes and/or extensions, the client may withdraw from the contract. With the exercise of the right of withdrawal, the client must pay for the activities performed up to that point.
3. The contractor may have the accepted order executed in whole or in part by competent third parties.
4. The contractor will carry out the necessary and usual examinations and tests for the execution of the order at the expense of the client according to his due discretion, collect inquiries, carry out investigations, make trips and inspections as well as produce or have produced photos, drawings, pictures and documents. This does not require the separate consent of the client unless time-consuming or costly investigations are required or extraordinary measures are involved.



5. The contractor's survey report shall be made available electronically in a single copy, unless the client requests otherwise. Translations of the expert opinion will be invoiced separately. Oral declarations and information shall be provided without liability.

5. Secrecy

1. Neither the expert opinion nor other facts and/or documents which become known during the execution of the order and which relate to the client and the subject matter of the order shall be used, disclosed or passed on by the contractor without authorization. The only exceptions to this are statutory, official or judicial obligations to disclose as well as obvious facts.
2. The contractor may make copies for his documents of the documents made available for inspection or handed over for the execution of the order.

6. Copyrights and rights of use

1. The contractor expressly reserves the copyright to the results of the order execution which are subject to copyright.
2. The contractor shall be entitled to disclose, pass on or use for his own account the knowledge obtained during the preparation of the expert opinion, if he is obliged to do so by law or if the client releases the contractor from his duty of confidentiality.
3. The contractor may make copies of the documents provided for the execution of the order for his own documents.

7. Remuneration and terms of payment

1. The contractor shall be entitled to remuneration based on the contractor's current schedule of fees, unless a fixed/flat fee has been agreed in writing.
2. After completion of the order or presentation of the invoice, payment shall be due without deduction immediately or, if a due date is stated on the invoice, on the specified date. Several clients shall be jointly and severally liable.
3. For the calculation of the services, the value-added tax, valid at the time the order is concluded, shall be shown separately and levied in addition to the order fee.
4. The set-off with a counterclaim as well as a right of retention of the client regarding the remuneration are excluded, unless the counterclaim is undisputed or legally established.
5. The expertise and the knowledge gained in the course of the investigation shall remain the property of the contractor until the remuneration has been paid in full.



8. Warranty

1. Insofar as the contractor provides services, he shall not owe any concrete success. It is the sole responsibility of the client to make the decisions resulting from the contractor's services.
2. The client shall immediately inspect the performance rendered for recognizable defects and notify the contractor thereof in writing without undue delay after discovery, specifying precisely the type and scope of the defect. Otherwise, the contractual performance shall be deemed to have been duly performed.
3. In the case of justified complaints, the client may demand subsequent performance (removal of defects or new production) from the contractor after notification of a defect. The contractor shall have the right to choose between rectification of the defect and re-creation.
4. In the event that subsequent performance is finally and seriously rejected, is not carried out on time or a second attempt at subsequent performance has also failed, the client may, at his discretion, demand a reduction in remuneration or rescission of the contract under the statutory conditions. Further warranty rights are excluded.
5. In the case of only minor defects or if the contractor is not responsible for the breach of duty on which a defect is based, the right of withdrawal is also excluded.

9. Cancellation

1. The contract can be terminated in writing by both parties at any time for good cause. Ordinary termination is only possible with a corresponding contractual agreement.
2. A good cause exists for the customer, in particular, if the contractor continues to grossly violate his duties as an expert despite prior warning.
3. For the contractor, good cause exists in particular if the client refuses the cooperation necessary for the execution of the order, influences the services and/or their result in an inadmissible manner, falls into financial collapse or defaults on payment.
4. If the contractor is responsible for the reason for termination, he may demand remuneration for the services rendered up to the receipt of the termination only to the extent that these are objectively usable for the client.
5. If the client is responsible for the reason for termination, the contractor shall retain his claim to remuneration for the contractual performance, taking into account the saved expenses. The client shall be entitled to prove a lower contractual performance or higher saved expenses.



10. Liability

1. The contractor shall only be liable for damages, regardless of the legal basis, if the contractor, the legal representative or vicarious agent has caused these intentionally or through gross negligence or if the contractor or its representative or vicarious agent has negligently breached a material contractual obligation. In this case, the obligation to pay compensation is limited to the foreseeable damage typical for the contract.
2. The supplier shall not be liable for natural deterioration, shrinkage or deterioration, of a nature inherent in goods, the commencement or cause of which may be directly or indirectly connected with the occurrence of the loss or damage or which has already begun. Should damages occur as a result of delays, improper storage or handling of the goods during or after salvage, in particular also as a result of the influence of third parties, the contractor shall only be liable if he has initiated this action.
3. The contractor shall be liable without limitation in cases of intent or gross negligence on the part of the contractor or a legal representative or vicarious agent as well as in cases of injury to life, limb or health.
4. In addition, the liability of the contractor is limited to a maximum amount of EUR 100,000.00 per damaging event. This shall apply irrespective of the number of claimants.
5. The client must immediately inform the contractor of any damage for which the contractor is liable.
6. Any further liability of the contractor is excluded.

11. Final provisions

1. The relations between the parties shall be governed by the contract to which German law apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
2. The place of performance for all claims arising from the contract shall be the registered office of the contractor (Hamburg).
3. The exclusive place of jurisdiction for all disputes shall be the registered office of the contractor (Hamburg).



12. Severability clause

Should any provision of these GTC be or become invalid or should an unintended loophole arise, the validity of the remaining provisions shall remain unaffected. In this case, the client and the contractor undertake to regulate the intended purpose by agreeing on a substitute provision.