

Vereinigung der Schiffszimmerer- und Ladungsbefestigungsunternehmen

Non-obligatory Recommendation for General Terms of Business of the Association of Carpenters and Cargo Securing Specialists*

Preamble

"Contractor" means the company which performs the cargo lashing service; "customer" means the person or company requesting this service.

§ 1 Validity

All services and deliveries shall be subject exclusively to the following terms of business. All other agreements shall be valid only after they have been confirmed in writing.

§ 2 Basis of Calculation

Unless agreed otherwise, the price offered is based on the hours of work of the first weekday shift.

Should increases in wages or the costs of materials occur after a tender has been submitted and before work commences, the remuneration for the order in question shall be renegotiated to take account of these increases in the costs of materials or wages. The contractor must, however, notify the customer immediately about such increases.

The customer shall undertake to inform the contractor on all factors relevant to executing the order. If the customer neglects this obligation, he shall bear the responsibility for any delays or extra costs which may occur.

§ 3 Force Majeure

Force majeure or any other events beyond the control of the contractor such as war, emergency measures, riot, strike, refusal to work, lockouts or measures imposed by authorities shall, whilst they endure, release the contractor from the obligations he has assumed through acceptance of the order.

§4 Time Limits

Any deadlines or time limits must be agreed upon in writing.

§ 5 Payment Transactions

Payments shall be due within two weeks of receipt of invoice and without reduction. If the customer fails to pay punctually, he shall be liable for interest amounting to 3 % above the base rate of the European Central Bank.

The customer is only permitted to set off or retain the contractor's claims in the case of undisputed or res judicata counterclaims.

§ 6
Additional Services

Unless agreed otherwise, the customer shall make provision for loading, transfer and discharging of the necessary equipment and materials, adequate lighting, ventilation, supply of electrical power without expense for the contractor.

The customer shall be liable for any loss of equipment of materials which may occur on board or from a place of storage which he has chosen unless he is not responsible for the cause of such loss.

Unrigging, alterations to loading or discharging gear and covering of hatches and tanks must be undertaken on the part of the ship. If these tasks are performed by the contractor, the customer shall bear the costs and risk. Use of cranes shall be at the expense and risk of the customer.

§ 7
Guarantee

The use of commercial raw materials – insofar as these are supplied by the contractor – and proper execution of work are guaranteed. No liability will be accepted for products which have been supplied by the customer.

The contractor will only consider claims arising from hidden defects in any materials insofar as he can assert claims for damages against the supplier. At the customer's request, the contractor is required to transfer to the customer the claims for damages existing against the supplier.

§ 8
Notice of Defects

The customer shall inspect all work performed immediately after its completion.

Any obvious defects or defects that become evident after inspection must be reported immediately; otherwise, the work shall be deemed to have been carried out according to contract.

If any defect, which was not apparent during inspection, becomes evident later, it must be reported immediately after discovery; otherwise, the work shall be deemed to have been carried out according to contract, despite this defect.

§ 9
Reservation of Title

The contractor reserves the right to have a lien on items supplied by him until all payments due from the business relationship have been settled.

The customer is entitled to resell the items in the regular course of business. In this case, all claims against the customer arising from reselling such items will be transferred in advance to the contractor.

At the customer's request, the contractor is subject to a retrocession obligation if the value of the guarantee given to the contractor exceeds that of his claims by more than 10 %.

§ 10
Limitations of Liability

Liability is limited to the value of the order in accordance with the amount shown in the invoice per case of damage and shall not exceed EUR 15,000.00.

The limitation of liability does not apply when the loss or damage was caused wilfully or by the gross negligence of the contractor, one of his senior employees or any person employed by the contractor in the performance of his obligations. The burden of proof lies with the customer.

If the customer requires a higher liability in a specific case, he must indicate this when placing his order. The resultant extra premiums for the liability insurance shall be borne by the customer.

§ 11
Limitation

All claims against the contractor shall become null and void six months after acceptance.

§ 12
Place of Jurisdiction

Place of performance and place of jurisdiction is Hamburg. This applies to all bills of exchange and cheques payable. The agreement shall be construed and operate in conformity with German law.

§13
Final Clause

Should any clause/s of the foregoing conditions be found invalid, the validity of the other conditions is not affected.

*** The present conditions have been prepared in the German and English language. In case of doubt only the original German text (dated January 1st, 2002) is valid.**

Hamburg, July 1st, 2006