

## General Terms and Conditions of Business

of United Navigation GmbH, legally represented by the Managing Director Nikolai Kesting  
Zeppelinstr. 41, 73760 Ostfildern, Germany  
Stuttgart Local Court HRB 213925, VAT ID: DE239015452

### § 1 Area of application

(1) These General Terms and Conditions of Business apply to all purchase contracts which arise when an order is placed at the Falk Online Shop or Falk Outdoor Shop. In addition to this, the licensing conditions of the stockists which are enclosed with the products also apply.

(2) The General Terms and Conditions of Business of the customer are hereby opposed.

### § 2 Information about cancellation

#### Right to cancel

You have the right to withdraw from this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.

To exercise the right of cancellation, you must inform us (United Navigation GmbH c/o KOMSA Logistikzentrum, Niederfrohnaer Weg 1, 09232 Hartmannsdorf, Germany, shop@falk-navigation.com or shop@falk-outdoor.com, Phone +49 (0) 711 20700902, Fax +49 (0) 711 20700826 of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model cancellation form, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right of cancellation before the cancellation period has expired.

#### Consequences of cancellation

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to United Navigation GmbH c/o KOMSA Logistikzentrum, Niederfrohnaer Weg 1, 09232 Hartmannsdorf, Germany, without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired. We will bear the cost of returning the goods. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

#### Special information

Your right to cancel lose prematurely, if the contract by both sides to express your desire is completely satisfied before you have exercised your right of cancellation.

The right of cancellation does not apply to distance selling

1. For the supply of audio or video recordings or computer software in a sealed package if the delivered data carriers have been unsealed by the consumer.
2. For digital content (download products) if the customer has explicitly agreed that the execution of the contract can start, before the end of the cancellation period is reached. And if the customer is aware and has agreed that by this consent, and upon start of execution of the contract, he will lose the right of cancellation for digital content (download products).

If you are a contractor within the meaning of § 14 of the German Civil Code, that is to say a natural person or legal entity or a partnership with personal capacity that is exercising its commercial or independent professional activity in concluding the legal transaction, the right of cancellation does not exist.

#### End of the information about cancellation.

### § 3 Conclusion of the contract

The representation of the products in the Online Shop does not constitute a legally binding offer to sell but a non-binding online catalogue. By clicking on the button "Send order" you are placing a binding order for the goods contained in the shopping basket. The confirmation of receipt of the order is sent immediately after placing the order but still does not constitute an acceptance of a contract. We can accept your order either by sending a confirmation of despatch by email or by delivering the goods within five days. In the case of download products, the order, and therefore the contract, is deemed as being accepted by us when we send the download link by email. You place orders in our Online Shop, you enter into a contract with: United Navigation GmbH, legally represented by the Managing Director Nikolai Kesting, Zeppelinstr. 41, 73760 Ostfildern, Germany, E-Mail: shop@falk-navigation.com or shop@falk-outdoor.com

### § 4 Storing the contract text

We store your order and the order details you provide. If you would like a printout of your order, you have the option of printing out your order confirmation. After you have gone through the ordering process with the final step 5 and you activate the "Send Order" button, the "My Order Confirmation" page appears. Here you have the option of printing out your order with all of the details you have entered. If you have given us your e-mail address, you will also be sent the order confirmation with all of the details you have entered by e-mail.

### § 5 Customer service

If you have any questions about your order or you wish to make a complaint, please contact our service team:

- by e-mail:  
shop@falk-navigation.com  
or shop@falk-outdoor.com
- by phone: +49 (0) 711 20700902

### § 6 Reservation of title

(1) We reserve title to the product which is supplied until all of the debts arising from the purchase contract have been paid in full.

(2) Until title to the product you have purchased is transferred to you, you are obliged to treat the product with care and you must notify us immediately in writing if the article which is supplied is seized or is subjected to other interventions by third parties. In the event that the third party is not in a position to refund us the judicial and extra-judicial costs of a lawsuit pursuant to § 771 of the German Code of Civil Procedure (ZPO), you shall be liable for the loss we incur.

(3) If you handle and process or reconfigure the product you purchase, this shall always be in our name and on our behalf. In this case, your expectant right to the reconfigured product you have purchased shall continue to exist. In the event that the purchased product is processed with other articles which do not belong to us, we shall acquire joint title to the new product in the ratio of the objective value of our purchased product to the other articles which are handled at the time of processing. The same shall apply if products are mixed together. If products are mixed together in such a way that your product is to be regarded as the principal product, it shall be deemed to be agreed that you shall transfer to us a proportion of joint title and shall safeguard the resulting sole title or joint title for us.

### § 7 Payment, terms of delivery, default on payment

If you pay by credit card or DIRECTtebanking, the amount shall be debited after you have ordered the goods.

If you pay in advance, the shipment of the product starts after successful receipt of the order on our account. We currently only offer the option to pay on account to corporate customers, public organisations and authorities within the Federal Republic of Germany. Unfortunately, goods cannot be supplied to private customers on account. If you pay for your goods on account, you undertake to settle the invoiced amount as soon as you receive the invoice. If you default on payment, we reserve the right to charge costs for issuing demands for payment.

### § 8 Set-off, right of retention

You shall only enjoy a right of set-off if your counterclaims are final and absolute or uncontested. You shall only be empowered to exercise a right of retention to the extent that your counterclaim is based on the same contractual relationship.

### § 9 Guarantee and notification of defects

(1) You may initially choose whether the defect should be rectified or whether a replacement product should be supplied. However, we shall be entitled to refuse the method of subsequent performance you choose if this is only possible at unreasonable cost and the other method of subsequent performance does not entail considerable disadvantages for you. During subsequent performance, you may not reduce the purchase price or withdraw from the contract. Rectification of the defect shall be deemed to have failed if this is unsuccessful after a second attempt, provided that nothing different emerges in particular from the nature of the product or the defect or the other circumstances. If the subsequent performance has failed or if we have refused to provide subsequent performance overall, you can at your choice demand a lowering of the purchase price (reduction) or declare that you wish to withdraw from the contract.

(2) Your right to assert claims for compensation is not affected by this.

(3) Notwithstanding the above regulations and the limitations on liability below, we shall have unlimited liability for any loss of life, physical injury or damage to health based on a negligent or deliberate breach of duty by our legal representatives or our vicarious agents, and also for damage or losses which are covered by the liability under the German Product Liability Act, and also for all losses resulting from deliberate or grossly negligent breaches of contract and fraudulent intent on the part of our legal representatives or our vicarious agents. If we have issued a guarantee in respect of the quality and or durability of the goods or components thereof, we shall also be liable within the confines of this guarantee. However, we shall only be liable for damage and losses which result from the lack of quality or durability which is guaranteed, but do not occur to the goods directly, if the risk of such damage or loss is clearly covered by the quality and durability guarantee.

(4) We shall also be liable for damage or losses which are caused by simple negligence, to the extent that this negligence relates to the breach of such contractual obligations which must be complied with to achieve the purpose of the contract (cardinal obligations). However, we shall only be liable to the extent that the damage or losses are typically associated with the contract and can be foreseen. Otherwise, in the case of simple negligent breaches of secondary obligations which are not crucial to the contract, we shall not be liable. The limitations on liability contained in sentences 1 – 3 shall also apply if the liability involves the legal representatives, senior executives and other vicarious agents.

(5) No liability which goes beyond this is accepted, regardless of the legal nature of the claim which is asserted. To the extent that our liability is excluded or limited, this shall also apply to the personal liability of our employees, staff, representatives and vicarious agents.

(6) The guarantee shall run for a period of 2 years, starting from the date when risk is transferred. This period shall also apply to claims for compensation for consequential damage or losses resulting from defects, provided that no claims arising from inadmissible action are asserted.

### § 10 Miscellaneous

(1) This contract and all of the legal relationships between the parties shall be governed by the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

(2) If the purchaser is a trader or a legal entity under public law or a special fund under public law, the place of performance and the exclusive place of jurisdiction for all disputes arising from this contract shall be our registered place of business, provided that nothing else arises from the order confirmation.

(3) In the event that individual provisions in this contract should be or become ineffective or contain a loophole, this shall not affect the remaining provisions.

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