

## General terms and conditions

### Terms and conditions of sale and delivery for navigation products from United Navigation GmbH for companies

#### 1. General terms and conditions

- 1.1 The contractual relationship between us and the purchaser shall be governed exclusively by these terms and conditions. Different terms and conditions shall only be effective if they have been acknowledged by us in writing.
- 1.2 Our general terms and conditions shall therefore also govern all future business relations, even if they are not explicitly agreed again. These terms and conditions shall be regarded as accepted at the latest when the goods or service is/are received. Counter-confirmations of the purchaser citing its terms and conditions of business or purchasing are hereby discounted.
- 1.3 All agreements which are made between the purchaser and us for the purpose of executing this contract are to be put in writing.
- 1.4 Our terms and conditions shall only be used in relation to people who in concluding the contract are exercising their commercial or independent professional activity (contractor) and in relation to corporate bodies under public law and separate estates under public law.

#### 2. Quotation and conclusion of contract

- 2.1 Our quotations are subject to confirmation and non-binding. Our confirmations must be provided in writing, by fax or by data transmission (e.g. e-mail) if delivery has not already been made previously. In the order, the purchaser must indicate the precise description of the product and the quantity.
- 2.2 Drawings, illustrations, dimensions, weights and other performance data shall only be binding if this is explicitly agreed in writing.
- 2.3 Our sales staff are not authorised to make verbal subsidiary agreements or provide verbal assurances which go beyond the content of the written contract.

#### 3. Prices

- 3.1 Unless something is agreed to the contrary in an individual contract, the prices which are contained in our latest price lists for contractors, corporate bodies under public law and/or separate estates under public law are daily prices. The prices do not include statutory value added tax.
- 3.2 Unless something is agreed to the contrary, the prices are ex our warehouse with normal packaging plus the costs of shipment.

#### 4. Payment

- 4.1 Unless something is agreed to the contrary, all payments shall be due for payment immediately and without any deductions when the goods are handed over.
- 4.2 We shall be entitled, despite terms and conditions of the purchaser to the contrary, to initially credit payments against the purchaser's older debts; we shall notify the purchaser about the nature of the calculation. If costs and interest have already been accrued, we shall be entitled to credit the payment initially against the costs, then against the interest and finally against the main service delivered.
- 4.3 A payment shall only be deemed to have been made if the amount is available to us. In the case of payment by cheque, the payment shall only be deemed to have been made once the cheque is irrevocably credited to our accounts. Bills of exchange and

cheques shall only be accepted by us for the sake of processing and shall not have any bearing on the due date for the purchase price until they have finally cleared; however, the purchaser shall retain the defence of enforceability until the cheque or bill of exchange has finally failed to be redeemed.

- 4.4 If the purchaser is in default, we shall be entitled to demand, from the relevant point in time, interest at a rate of 12% p.a. as a flat-rate form of compensation. This interest is to be set at a lower rate if the purchaser is able to demonstrate a lower level of loss; we shall be permitted to demonstrate a greater level of loss.
- 4.5 If the purchaser has issued us with a bank direct debit authorisation and objects without justification to a direct debit withdrawal by us, administrative costs amounting to a fixed charge of € 15.00 per revocation shall be charged. In the event of an unjustified revocation of the bank direct debit, the entire value of the invoice must be paid without any deductions. If the purchaser revokes a bank direct debit payment without justification on two occasions, further deliveries shall only be made if the purchaser makes payment in advance.
- 4.6 If we become aware of circumstances which call into question the creditworthiness of the purchaser, in particular if a cheque is not cashed or a payment is stopped, or if we become aware of other circumstances which call into question the creditworthiness of the purchaser, we shall be entitled to demand payment of the full remaining debt, even if cheques have been accepted. In this case, we shall also be entitled to demand payments in advance or securities.
- 4.7 The purchaser shall only be entitled to offset, retain or reduce the debt - even if notices of defects have been made or counterclaims are asserted - if the counterclaims have been declared final and absolute or are indisputable.

#### 5. Delivery and performance time

- 5.1 Delivery dates and delivery deadlines for the delivery of the contractual goods, which can be agreed to be binding or non-binding, must be provided in writing. Unless something to the contrary has explicitly been agreed, specified delivery times shall be non-binding.
- 5.2 Delays to deliveries or the performance of services on account of force majeure and as a result of events which make it substantially more difficult or impossible to deliver the service, even if they impact on our suppliers or their subcontractors, shall not be our responsibility even in the case of dates and deadlines which are agreed as binding. They shall entitle us to postpone the deliveries or services for the duration of the obstruction plus an appropriate start-up period of time or to withdraw from the contract in full or in part in respect of the part which has not yet been performed.  
If the obstruction lasts for longer than three months, the purchaser shall be entitled, after an appropriate extra period of time has been set, to withdraw from the contract in respect of the part which has not yet been met. If the delivery time is extended or if we are released from our obligation on account of force majeure, the purchaser shall not be entitled to derive any claims for compensation from this.

- 5.4 We shall be entitled to make partial deliveries or provide partial services at any time.
- 5.5 Unless something has been agreed to the contrary with the purchaser, the purchaser's order shall include the request to ship the goods which have been ordered to the location which is specified in the order. In this case, the risk shall transfer to the purchaser as soon as we have handed over the goods to the shipping agent, the freight carrier or the persons who are otherwise designated to deliver the shipment.
- 5.6 Our compliance with our obligation to provide a delivery and service presupposes the purchaser's prompt and correct compliance with its obligations. If the purchaser defaults in accepting the goods, we shall be entitled to demand compensation for the loss which we incur including any additional expenditure; if the purchaser defaults in accepting the goods, the risk of accidental deterioration and accidental destruction shall transfer to the purchaser.
- 5.7 Defect-free products from United Navigation are excluded from any redemption.

**6. Liability for defects**

- 6.1 The purchaser must provide written notification of any defects immediately, but at the latest within five working days following receipt of the delivery. Defects which cannot be identified within this period of time even with careful inspection are to be notified to us in writing as soon as they are identified. The obligations to examine and give notice of defects which are incumbent upon commercial traders in accordance with Section 377 of the German Commercial Code are unaffected by this.
- 6.2 If the goods which we deliver are defective, we shall be entitled, at our choice, to rectify the defect or to supply goods which are free of any defects.
- 6.3 The purchaser shall be obliged to allow us to examine the delivered item which it has declared to be defective.
- 6.4 The purchaser's claims on account of defects in the goods shall lapse after one year, commencing on the date on which the goods are delivered.
- 6.5 Claims on account of a material defect shall not exist in particular if there is a causal relationship between a defect and inappropriate use, incorrect set-up or installation, exterior effects (e.g. damages sustained during transportation, damages caused by jolts or impacts), or repairs and modifications which have been carried out by a third party that is not authorised to do so.
- 6.6 Warranty claims against us are only enjoyed by the purchaser and cannot be assigned.
- 6.7 If we have sold newly manufactured goods to a contractor, the contractor has sold these goods to a consumer and it has had to take these goods back as a consequence of their defectiveness or the consumer has reduced the purchase price paid, the contractor shall enjoy the statutory rights which are described in Section 478 of the German Civil Code. These rights lapse after the periods of time set out in Section 479 of the German Civil Code. The purchaser's rights arising from Sections 478 and 479 of the German Civil Code are not affected by clauses 1. to 3.
- 6.8 Before defective goods can be returned to United Navigation by the purchaser, the purchaser must request an RMA number. The goods are shipped at the purchaser's expense. Goods which are returned without an RMA number shall not be accepted by United Navigation and sent back at the purchaser's expense.

**7. Retention of title**

- 7.1 Until the settlement of all debts (including all current account balance claims) which we acquire against the purchaser now or in the future on whatever legal grounds, we shall be granted the following securities which, at the request of the purchaser, we shall re-

lease at our choice if their value permanently exceeds the debts by more than 10%.

- 7.2 The goods shall remain our property until all of the debts outlined in the clause above have been settled in full. Any processing or remodelling shall always take place for us as the manufacturer, but without any obligation for us. If our title lapses as a result of processing or remodelling, it is agreed at this juncture that the purchaser's title to the standard goods shall transfer to us on a proportional basis (invoice value). The purchaser shall keep our property free of charge.
- 7.3 The purchaser shall be entitled to sell the contractual goods which we supply to end consumers as part of ordinary business operations. In this case, the purchaser shall assign to us at this stage all debts with respect to its end consumers in the amount of the sold goods including value added tax; we shall accept this assignment at this stage. The purchaser shall remain entitled alongside us to collect the debt from its customers and on request shall provide us with all of the details describing the customer required to collect the debt.
- 7.4 If third parties access the goods which are subject to retention of title, in particular if they are seized, the purchaser shall make reference to our title. It must notify us immediately so that we can enforce our property rights. If the third party is not able to reimburse our judicial or extra-judicial costs which are incurred in this connection, the purchaser shall be liable for them.
- 7.5 If the purchaser acts in violation of the contract - in particular defaults on payment - we shall be entitled to take back the goods which are subject to retention of title. The taking back and seizure of the goods which are subject to retention of title by us shall not constitute withdrawal from the contract.
- 7.6 Supplement to the retention of title for purchasers that are members of a purchasing syndicate: If the purchaser is a member of a purchasing syndicate, we shall also retain title to the goods supplied until the purchaser has settled all of the debts of the respective purchasing syndicate which result from the fact that the purchasing syndicate has regulated debts from us against the purchaser or for which the purchasing syndicate is liable to us.

**8. Software**

- 8.1 We hereby grant the purchaser the single, non-transferable right to sell the software supplied to end consumers within the territory of the Federal Republic of Germany in accordance with these terms and conditions of sale and delivery.
- 8.2 The purchaser shall not be entitled to edit the software or to modify it in any other way without our prior written consent.
- 8.3 The purchaser shall be obliged to sell the software only together with the end consumer software licence terms which apply to the respective software. It shall undertake to comply with them.
- 8.4 The purchaser may only sell software which we supply to the purchaser along with hardware products together with the hardware products. This applies in particular to software which is designated as a "bundle". The purchaser is expressly prohibited from selling such software as a single product.
- 8.5 The purchase shall also be entitled to use the software itself in accordance with the end consumer software licence terms which apply to the respective software.

**9. Limitations of liability**

- 9.1 In all cases in which we are obliged to pay compensation or reimburse expenditure on account of contractual or statutory bases for a claim, we shall only be liable to the extent that we, our senior employees or subcontractors have acted with intent, gross negligence or have caused loss of life, physical injury or damage to health. The no-fault liability in accordance with the German Product Liability Act shall remain unaffected. The liability for the culpable breach of substantial contractual obligations shall also remain unaffected; however, the liability shall be confined, apart from in the cases outlined in the 1st and 2nd sentences, to the predictable level of damage which is typical of the contract. A change to the burden of proof to the detriment of the purchaser is not associated with the above regulations.
- 9.2 We shall only be liable for the recovery of data in the event that the reseller and its customers have taken the usual and appropriate precautions in respect of backing up data and in so doing have ensured that the data and programs exist in a machine-readable form and can be reconstructed with a reasonable level of outlay.

**10. Export and export-control provisions**

The purchaser shall undertake, before it intends to export products, to comply with all of the relevant German and international legal regulations and in particular to obtain an export licence which is required in accordance with the respective foreign trade regulations in force in the Federal Republic of Germany, the European Union and/or the United States of America. The purchaser shall be responsible for ensuring compliance with the aforementioned export-control provisions, including by its consumers, and to this extent shall release us from any liability.

**11. Applicable law, place of jurisdiction, partial nullity**

- 11.1 These terms and conditions and the entire legal relationship between us and the purchaser shall be governed by the law of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods is not applied.
- 11.2 Unless our order confirmations detail something to the contrary, the place of performance shall be Stuttgart, Germany.
- 11.3 The place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be Stuttgart, Germany. However, each party shall also be entitled to take action against the other party at their general place of jurisdiction or to make a claim against them by way of an interim injunction.
- 11.4 If a provision in these terms and conditions or a provision within the framework of other agreements should be or become ineffective, this shall not affect the effectiveness of all other provisions or agreements.