

Terms and conditions for the order for mediation of selling a used boat

I. General

1. All agreements must be in writing.

This also applies to ancillary agreements and assurances, as well as subsequent changes in the contract.

2. The client, as seller, is not allowed to appoint any other Yachtbroker during the term of the contract.

3. The Yachtbroker is exempt from the restriction of § 181 BGB; so he can purchase the boat for the agreed upon lowest price- limit.

II Lower price limit / obligations of the client up to the boat handover

1. The agreed minimum price is not allowed to be lowered by the Yachtbroker without the express consent of the contracting client. In the cases of an oral agreement, it shall be confirmed promptly in writing by the client.

2. The lower price limit is based on the current condition of the boat according to the instructions of the client and in the norm within the specified overall performance wear. The Client obligates himself to,

- until handover of the boat to the Yachtbroker, all necessary care and maintenance work have to be carried out at the client's expenses
- until handover of the boat to the Yachtbroker, the client has to notify the Yachtbroker immediately of all circumstances that lower the value of the boat, especially accidents and other damages.

III. Credit Sale

A credit sale has to have the prior written consent of the client.

IV Other Rights and Obligations of the Yachtbroker

1. In the context of the issued order, the Yachtbroker is authorized to test and demonstrate the boat or let this be carried out by company employees, experts or prospective buyers.

2. The agent is obligated to immediately inform the buyer of the completion of the sale of the boat to inform him of the address of the buyer and the purchase price obtained, as well as any expenses and a commission invoice (Agency Accounting).

3. The Yachtbroker is authorized, in compliance with Section II 1. to collect the purchase price on behalf of and for the account of the client, subtracting maintenance and repair costs, his commission including the VAT and all expenses that may have emerged in relation to the contract.

V. Commission

1 The agreed upon commission is payable with the payment of the purchase price by the buyer.

2 The Yachtbroker is also entitled to the agreed commission, when the from him completed contract and the sale of appropriate contractual arrangement, is not executed for whatever reason, for which the client is responsible.

3 The Yachtbroker is entitled to the agreed commission, even if after completion of the order, a purchase agreement with the buyer is concluded and that the intended sale of the boat can be demonstrably proven by the Yachtbroker, who had informed this buyer of the selling of this boat

VI. Reimbursement of Expenses

If the client is responsible, that the sale of the boat can not be accomplished, because, for example, that he has sold the boat himself, he is bound to replace all expenses as a result of the agreement, eg maintenance, repair, storage and advertising costs, as well as the agreed commission, bounded to the purchase price received by the seller. Regarding the price obtained, the seller is committed to notify the Yachtbroker.

VII Liability

1 The Yachtbroker shall be liable for loss or damage for the boat which has been given to him in custody, as far as he, his legal representative or his agents are at fault. In case of intent or gross negligence on the side of the Yachtbroker, he has unlimited liability. For slight negligence, the liability in case of damage, the Yachtbroker has to take over the repair costs; if the repair is impossible or disproportionate costs arise, the value has to be determined on the day of the damage and must be replaced. The same applies in case of loss of the boat or parts.

2 The legal representatives, agents and employees of the Yachtbroker shall be liable to the Client only in cases of willful intent or gross negligence.

VIII Duration of the Contract

The contract is concluded for an indefinite period, but at least for a period of six months. A termination before this date is only permissible for an important cause. After this period, the orderly termination is one week.

IX. Performance / Jurisdiction

1 Place of jurisdiction for both sides is Koblenz / Germany.

2 Exclusive jurisdiction for all present and future claims arising from the business relationship with merchants, including bills and checks receivable, is the seat of the intermediary. The same place of jurisdiction applies if the customer has no general jurisdiction in Germany, moved to his domicile or usual place of stay abroad or if his residence or habitual residence at the time of the legal action is not known.

