General Terms and Conditions of Schifffahrtsagentur GmbH ("SAS Baltic")

1. General Provisions

1.1. These General Terms and Conditions ("GTC") in the version valid at the time of contract fromation apply to all legal transactions (hereinafter referred to as "engagement") between Schifffahrtsagentur GmbH (hereinafter referred to as "SAS Baltic") and any other contracting party using the services of SAS Baltic (hereinafter referred to as "Client"), regardless of whether SAS Baltic is engaged regularly or occasionally as a shipbroker.

1.2. These GTC apply in particular, but not exclusively, to the engagement of SAS Baltic as (1) liner agent (including the authority to conclude freight contracts on behalf of and/or for the account of the Client), as (2) port or canal agent, and as (3) sale and purchase broker or chartering broker.

1.3. By placing an order, the Client accepts the then-current GTC of SAS Baltic for that engagement and any related transactions. Any general terms and conditions of the Client that deviate from these GTC are expressly rejected, even if reverenced in confirmations or otherwise unreserved performance. Deviations shall only be valid if expressly agreed in writing by SAS Baltic.

2. Services Provided by SAS Baltic

2.1. SAS Baltic acts exclusively on behalf of and for the account of the Client, unless otherwise agreed in writing, and undertakes to perform services with the diligence of a prudent merchant.

2.2. SAS Baltic is authorized and empowered to take all measures necessary to fulfill the engagement, in particular to enter into contracts with third parties on standard terms on behalf of and for the account of the Client.

2.3. Acting as a sale and purchase broker or chartering broker, SAS Baltic has the authority to enter into agreements on behalf of the Client, unless the Client has expressly excluded this.

2.4. SAS Baltic is exempt from the restrictions of Section 181 of the German Civil Code (BGB).

2.5. SAS Baltic is entitled, but not obliged, to collect the Client's receivables from third parties and to receive payments from third parties on behalf of the Client. SAS Baltic may convert foreign currency amounts received for the Client into euros at the exchange rate of the payment date.

2.6. SAS Baltic is not obliged to provide financial guarantees or sureties for the Client, or to make payments for which the Client has not provided coverage or other reasonable security in advance.

3. Offers, Remuneration, Payments, Reimbursement of Expenses

3.1. All offers are non-binding. All prices are in euros plus applicable VAT, unless otherwise required by law or agreed.

3.2. SAS Baltic's remuneration is subject to individual agreement unless a tariff or legal provision applies.

3.3. For any financial guarantees, sureties, or advances provided by SAS Baltic, the Client shall reimburse the amount and pay an additional commission of 2.5% of the amount (minimum €50.00 plus VAT per case), unless otherwise agreed.

3.4. Invoices are payable without deduction within 14 days from the invoice date, unless otherwise agreed. This also applies to partial invoices.

3.5. In case of late payment, SAS Baltic is entitled to charge default interest of nine percentage points above the applicable base rate without further notice. This does not affect the right to claim further damages.

3.6. All bank transfer fees arising in connection with payments to, from, or on behalf of the Client are borne by the Client.

3.7. In addition to commission and fees, SAS Baltic is entitled to reimbursement of all actual and verifiable expenses reasonably necessary for proper execution of the order. SAS Baltic shall take consider the Client's interests into account when determining the necessity of such expenses.

3.8. SAS Baltic may demand an appropriate advance for such expenses.

3.9. Payments shall be made in euros unless otherwise agreed.

4. Right of Retention / Lien

4.1. Regardless of other statutory rights of retention or lien, the parties agree to a contractual lien in favor of SAS Baltic on all assets of the Client that are in the possession of SAS Baltic, irrespective of the legal basis and the time the claims arose.

4.2. SAS Baltic may, after the claim becomes due and following a 30-day notice in text form, sell the pledged items either by private sale or public auction if the Client fails to make payment or provide suitable security.

5. Limitation of Liability

5.1. SAS Baltic, its representatives, employees, and vicarious agents (collectively referred to as "SAS Baltic" in this section) shall only be liable for intent and gross negligence, unless essential contractual obligations or guarantees are breached.

5.2. Except in cases of willful misconduct, SAS Baltic shall not be liable for lost profits, missed savings, indirect or consequential damages.

5.3. Except in cases of gross or willful negligence, SAS Baltic's liability is limited to the foreseeable damage typical for the contract at the time of engagement.

5.4 . Liability for injury to life, body, or health caused by SAS Baltic remains unaffected by the above limitations.

6. Liability in Case of Freight Forwarding Services

If SAS Baltic provides forwarding services in connection with the engagement, its liability shall be governed by the German Freight Forwarders' Standard Terms and Conditions 2017 (ADSp 2017), particularly the liability limitations in sections 22 to 25.

7. Statute of Limitations

All claims against SAS Baltic, its organs, employees, or vicarious agents, regardless of legal basis, shall become time-barred within one year from the statutory commencement date.

8. Embargoes and Sanctions

8.1. The Client assures that the transaction in connection with which SAS Baltic is engaged does not violate any legal regulations, particularly economic, trade, or financial sanctions imposed by the EU, UN, USA, or other relevant authorities ("Prohibited Regulations"). The Client must inform SAS Baltic immediately if it becomes aware of any violations or potential violations.

8.2. SAS Baltic is not obligated to execute engagements that violate or are suspected to violate Prohibited Regulations. A justified suspicion exists if official notices or credible sources suggest such a violation. In such cases, SAS Baltic may refuse performance.

8.3. If SAS Baltic refuses performance under clause 8.2, it is entitled to reimbursement for all proven and incurred expenses related to the engagement, including preparation costs and administrative fees, whether or not the engagement was executed in whole or in part.

9. Dangerous Goods

9.1. The Client shall inform SAS Baltic without delay and in good time, in writing, if any items or goods involved in the engagement require special handling at reception, loading, storage, transport, or delivery, or are subject to permitting or reporting obligations. This applies in particular to dangerous goods in accordance with the IMDG Code, but also to other goods subject to special statutory provisions.

9.2. If the Client fails to comply with the information obligation under section 9.1, the Client shall be liable for resulting delays, additional costs or legal consequences and shall indemnify SAS Baltic against all third-party claims arising from the Client's breach of the information oblications under section 9.1. The indemnification also covers defence costs.

10. Data Protection

SAS Baltic processes personal data obtained during the engagement in accordance with the EU General Data Protection Regulation (GDPR) and the Federal Data Protection Act.

11. Final Provisions

11.1. The Client may only offset claims against SAS Baltic if the counterclaims are undisputed or legally established. This does not apply to warranty or guarantee claims.

11.2. The Client may only assert a right of retention if it is based on the same contractual relationship.

11.3. Assignment of claims from contractual relationships to third parties is not permitted without prior written consent of SAS Baltic. This does not apply to monetary claims by consumers.

11.4. German law shall apply, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and private international law provisions.

11.5. The place of performance and exclusive place of jurisdiction for all disputes arising from or in connection with these GTC or the underlying contract is the registered office of SAS Baltic, provided that the contracting party is a company, a legal entity under public law, or a special public-law fund.

11.6. If any provision of these GTC is or becomes invalid, the remaining provisions shall remain in effect. The invalid provision shall be replaced by one that comes closest to its intended purpose.

11.7. SAS Baltic is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board as defined by the German Consumer Dispute Resolution Act.

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