

General Terms and Conditions of Swiss-Boats AG

The general terms and conditions are attached to all offers of Swiss-Boats AG and are considered as agreed upon as soon as the customer has accepted the offer and the acceptance is received by

Swiss-Boats AG receives the acceptance.

1. scope of application

1.1 The following General Terms and Conditions shall apply to all business transactions between Swiss-Boats AG - hereafter

supplier- and the customer. Decisive is in each case the valid version at the time of the conclusion of the contract.

version.

1.2 Consumers in the sense of the GTC are natural persons who conclude legal transactions with the supplier without

legal transactions without exercising a commercial or professional activity.

Companies in the sense of these GTC are, natural or legal persons of the legally capable

partnerships, which carry out legal transactions with the supplier in the exercise of their commercial or

or self-employed professional activities, as well as customers within the meaning of these

Terms and Conditions, state authorities, administrative authorities and corporations under public law.

Consumers and companies are customers within the meaning of these Terms and Conditions.

1.3 Deviating, inconsistent or supplementary terms and conditions shall not be part of the contract, even in case of positive knowledge.

shall not form part of the contract, even if they are known, unless the supplier accepts them in writing.

2 Conclusion of contract

2.1 All offers, including those on the Supplier's website, are subject to change and non-binding.

The presentation on the Internet shall not constitute an offer, but a non-binding invitation to the

the customer to order. Reasonable deviations from these specifications, as well as reasonable

design changes, remain reserved. Any reference to a technical standard shall only represent

merely a performance description. The assurance of a characteristic is only given
express written confirmation on the part of the supplier. Design drawings and
statistical calculations are not part of the scope of delivery.

2.2 With the written order of the goods or/and services, the customer bindingly declares his offer.

his offer. The supplier will confirm the order with a confirmation, whereby this order does not
represent a binding acceptance.

binding acceptance.

3 Remuneration, terms of payment, set-off

3.1 The price offered is in Swiss francs and in EUR and is binding. The price
does not include the statutory value added tax. The price does not include packaging and
shipping costs, as well as any cash on delivery charges. The customer can make payments by
payment in advance or by bank transfer. Unless otherwise agreed in writing
a deposit of 50% is due immediately upon ordering. The remaining 50% are due before delivery of the
goods are due.

3.2 In case of non-payment of the remaining amount, the goods will not be delivered and the Supplier
shall be entitled to charge

to charge interest on arrears at the statutory rate. The assertion of any further damage caused by
damage caused by default remains unaffected.

3.3 For deliveries and services outside Switzerland, the same terms of payment apply as for 3.1.
terms of payment as under 3.1. or irrevocable, confirmed letter of credit from a bank in
Switzerland, payable in favor of Swiss-Boats AG against presentation of the documents to this bank.
The costs incurred for this shall be borne by the customer.

3.4 The customer shall have the right to offset only if his counterclaims have been legally
legally binding or have been acknowledged by the supplier. Withholdings can only be
be asserted insofar as it is based on the same contractual relationship.

3.5 In case of withdrawal or cancellation by the customer without a plausible reason, a fee in the
amount of

20% for a standard boat and 50% for an individual boat (boat built according to the customer's
built) of the purchase contract. The customer is obligated to expressly revoke this
or written way.

4 Delivery/Transfer of risk

4.1 The risks of accidental loss and accidental deterioration of the purchased goods shall pass to the goods shall pass to the customer, even in the case of partial deliveries, upon delivery to the forwarding otherwise designated persons or institutions for the execution or shipment, to the customer.

This shall also apply in the event of delivery by the shipper itself.

4.2 The handover shall be deemed to have taken place if the customer is in default of acceptance.

4.3 The customer shall inform the supplier of the delivery address. In this respect, the customer shall ensure

that the forwarding agent, the carrier or the person otherwise designated to carry out the delivery delivery is possible and is not hindered or made impossible by actual or legal restrictions.

or made impossible by actual or legal restrictions.

4.4 Unloading of the goods is the responsibility of the customer. He shall provide suitable techniques and

sufficient personnel.

5 Retention of title

5.1 In the case of consumers, the Supplier shall retain title to the goods until full payment of the purchase price.

payment of the purchase price.

5.2 In the case of companies, the supplier shall retain title to the goods until all claims arising from an ongoing

settlement of all claims arising from an ongoing business relationship, including balance claims

balance claims from a current account relationship limited to the business relationship,

relationship.

5.3 In the event of processing of the goods subject to retention of title, such processing shall be carried out on behalf of the supplier, who shall then be deemed to be the manufacturer,

who is then to be regarded as the manufacturer and thus directly acquires the ownership or, if the processing

of several owners or if the value of the processed item exceeds the value of the reserved goods, the

value of the reserved goods, acquires co-ownership. The new item resulting from the processing, combination or

mixing shall be deemed to be goods subject to retention of title within the meaning of this condition.

5.4 The customer shall only be entitled to resell the goods subject to retention of title on the basis of a contract, if he has

if he reserves the property rights of the supplier until full payment of the goods.

goods to a third party purchaser until the goods have been paid for in full. To the other disposals over the

goods subject to retention of title, in particular pledging or assignment as security.

entitled. At the request of the supplier, the customer is obliged to notify the third party purchaser for payment to the supplier.

to the supplier.

5.5 Claims of the customer arising from a further sale of the reserved goods shall already be

the goods subject to retention of title are hereby assigned to the supplier as security for all claims, irrespective of whether the goods subject to

goods subject to retention of title are resold without or after processing and to one or more customers.

resold to one or more customers. The customer shall be authorized to collect this assigned claim even after the

assignment, unless he stops payment or the supplier revokes this authorization.

collection authorization. The authority of the supplier to collect the assigned claim himself,

to whom he has sold the goods subject to retention of title, which claims he is entitled to from the sale

and to hand over the documents required for collection.

5.6 The Supplier shall, at the Company's request and at its discretion, release the goods subject to retention of title and the

or claims at the Company's request, if their value exceeds the secured claim by more than 50%.

value exceeds the secured claim by more than 50%.

5.7 In the event of seizure, confiscation or other disposition by third parties, the customer is obliged to

to notify the Supplier thereof without delay.

6 Warranty

6.1 Consumers have the choice whether the supplementary performance shall be carried out by repair or replacement.

The supplier has the right to refuse the type of supplementary performance if this is only possible with disproportionate

disproportionately high costs and the other type of supplementary performance remains without significant

considerable disadvantages for the consumer. form of subsequent improvement or replacement delivery

entitled and obliged. In case of failure i.e. impossibility, unreasonableness,

refusal, unreasonable delays of the repair or replacement, the customer can

the customer may withdraw from the contract or reduce the purchase price appropriately.

In the case of minor defects, the customer shall not be entitled to withdraw from the contract.

6.2 Consumers shall notify us in writing of any obvious defects in the goods within one month of receipt.

otherwise the assertion of the warranty claim is excluded.

excluded.

6.3 Hidden defects must be reported within a period of 7 days after discovery. For

The timely dispatch shall suffice to meet the deadline. The Contractor shall bear the full burden of proof for

the full burden of proof for all conditions of entitlement, in particular for the defect itself, the time of time of discovery and the timeliness of the notice of defect.

6.4 At the Supplier's request, the delivery item complained about shall be returned to the Supplier.

returned to the supplier. In the event of a justified notice of defect, the supplier shall reimburse the costs of the most favorable

shipping route.

6.5 For the consumer, the warranty period is two years for all boats from the delivery of the

On PE floats we grant a warranty of 5 years. On used goods the supplier

the supplier shall provide a one-year warranty to the consumer.

For companies, the warranty period is one year for new and used goods. This period is calculated from delivery or acceptance.

7. limitation of liability

7.1 The Supplier shall not be liable:

- in case of simple negligence of its organs, legal representatives, employees or other vicarious agents.

- In the case of gross negligence of its non-executive employees or other vicarious agent, insofar as a breach of material contractual obligations is involved.

Essential contractual obligations in this sense are the obligation to deliver on time, free of defects, as well as Advice, protection and care obligations, which are to enable the customer to use the delivery item in accordance with the

use of the delivery item or the protection of life and limb of the customer or third third parties.

7.2 If the customer is entitled to claim damages according to PKT. 7.1 on the merits, this liability shall be limited to damages which the

liability shall be limited to damages which the supplier, taking into account the circumstances circumstances known to him or which he should have foreseen when exercising due care.

should have foreseen when exercising due diligence. Indirect damage and consequential damage, the consequences of

of defects in the delivery item shall only be compensable insofar as such damage was caused damage is typically to be expected in the case of intended use.

use.

7.3 In the event of liability for simple negligence, the Supplier's liability to pay damages for damage to property and personal injury shall be limited to € 500,000 per case of damage (corresponds to the current

the current sum insured under its product liability insurance or third party liability insurance), even if it is a breach of essential contractual obligations.

essential contractual obligations.

7.4 The exclusions and limitations of liability shall apply to the same extent for the benefit of the organs, legal representatives, employees or other vicarious agents of the supplier.

supplier.

7.5 The limitations shall not apply to the Supplier's actions, due to intentional conduct, guaranteed characteristics, injury to life, body or health.

life, body or health or under the Product Liability Act.

7.6 The Supplier's liability for damages, irrespective of the legal grounds, in particular due to impossibility, delay, defective or incorrect delivery,

breach of duties during contractual negotiations and tortious acts shall be excluded.

and tortious acts shall be limited in accordance with the provisions of this PKT: 7.

limited in accordance with this PKT: 7.

8. copyrights

The supplier reserves all rights of ownership and copyright to all drawings, technical documents and other

Supplier, property and copyright exploitation rights unrestrictedly. All

documents may not be made accessible to third parties.

9. final provisions

9.1 If the customer is a merchant, a legal entity under public law or a public special

special assets, the exclusive place of jurisdiction for all disputes arising from this contract shall be the supplier's

registered office of the supplier. Therefore, the same shall apply if the customer has no general place of jurisdiction in

Switzerland or if the domicile or usual place of residence is not known at the time the action is brought.

is known.

9.2 Should parts of these GTC be invalid in whole or in part, the rest of the GTC shall remain

shall nevertheless remain binding. The customer shall not be entitled to transfer any rights arising from this contract without the

transfer any rights from this contract without the written consent of the supplier. Contracts between the supplier and

its customers shall be governed by Swiss law.

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