

General Business Conditions For Ship Brokers And Shipping Agents In The Federal Republic of Germany

§ 1

(1) The Ship Broker will at all times act on behalf and for account of another party and undertakes to perform this activity with the care, of a prudent businessman(3) and duly exercises such care in selecting the persons to assist him in fulfilling his obligations.

(2) The Ship Broker shall be authorised and empowered to take all measures he deems necessary in the execution of an order; in particular, he shall be entitled to conclude agreements with third parties subject to the usual terms and conditions.

(3) The Ship Broker is exempted from the restriction of 181 BGB(4).

§ 2

All offers submitted by the Ship Broker shall remain without engagement until an order is placed unless anything to the contrary was expressly agreed in writing.

§ 3

(1) The Ship Broker shall not be bound on behalf of his principal to issue guarantees to third parties, provide collateral security or render any payment for which he has no cover or for which he deems the collateral security available to him to be inadequate.

(2) The Ship Broker shall be entitled to a commission of at least 2.5 % for all guarantees he may be required to assume and/or out-of-pocket expenses he may incur, regardless of the claim for reimbursement he may already have in respect of all expenses such as interest, bank charges and the like.

§ 4

(1) The Ship Broker shall be liable to his principal for damage or loss only if caused through gross negligence or wrongful intent. This also applies to persons who assist him.

(2) The Ship Broker does not take over responsibility for the correct collection of cash on deliveries.

(3) The risk of incomplete, faulty and/or delayed transmission of messages, particularly when employing the postal services, radio, telephone, telex, facsimile or data transmission or telegraphic communications, shall be borne by the principal.

(4) The Ship Broker shall not be liable for any losses occasioned by exchange rate fluctuations.

(5) The Ship Broker shall be entitled to pay any freight invoices denominated in foreign currency or any other claims or receivables he may collect on behalf of his principal in Euro at the rate prevailing on the date of such payment.

(6) In the event that the Ship Broker is held liable, the extent of such liability shall be limited to the sum of Euro 25.000,- for each particular case of loss or damage.

(7) All claims on the Ship Broker, regardless of the legal basis of such claims, shall lapse unless filed and made pending in court within six months.

§ 5

(1) In return for his activities, the Ship Broker shall be remunerated to an extent freely negotiable unless such remuneration is subject to a scale established by collective bargaining or to statutory regulations. Such remuneration shall be payable immediately after invoicing.

(2) Foreign-currency-denominated claims by the Ship Broker or invoices issued by him in foreign currency shall entitle him, at his own discretion, either to require payment in that particular foreign currency or in DM at the current exchange rate. Again, at the Ship Broker's discretion, either on

the invoice date or on the date of payment.

(3) Any of the Ship Broker's claims outstanding not paid by the principal within 30 days of the invoice date shall bear 1 % interest on arrears per month as of the invoice date.

(4) The Ship Broker shall be entitled to satisfy his claims by set-off at any time such claims become due and payable; furthermore, he shall have a right of retention.

(5) The Ship Broker is hereby granted a contractually agreed right of lien to all assets of his principal in the Ship Broker's possession, or which he may acquire possession of, in respect of all claims he may have on the principal, irrespective of the reason for such claims or the time at which they arose.

(6) The Ship Broker shall be entitled to realise any of the principal's assets in his possession at his own discretion, either by free sale or public auction if, after a period of 30 days has elapsed from the time the Ship Broker sent the principal a final notice by registered mail providing for a final term for payment of 20 days, the principal fails either to render payment or provide collateral security of a nature or extent considered adequate by the Ship Broker.

§ 6

Any expenses arising in connections with, or as a result of, any transfers by, to or on behalf of the principal shall be assumed by the principal.