

Individual Purchase Conditions

§ 1 Scope of Application

(1) These Individual Purchase Conditions shall apply to all purchase orders, deliveries, supplies, and other contractual relationships between Marine 2-Stroke Consultant & Service GmbH ("MTCS") and the Supplier, provided that the Supplier is an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB), a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law, or a special fund under public law.

(2) These Individual Purchase Conditions shall apply in addition to the applicable MTCS General Terms and Conditions. Any individually negotiated agreements within the meaning of Section 305b BGB shall prevail.

(3) Any conflicting, deviating, or supplementary terms and conditions of the Supplier shall not become part of the contract, even if MTCS does not expressly object to their applicability in an individual case or accepts goods or services without reservation.

(4) These Individual Purchase Conditions shall also apply to future business transactions with the same Supplier unless otherwise expressly agreed in writing.

§ 2 Acceptance of Conditions

The Supplier acknowledges and agrees that these Individual Purchase Conditions form an integral part of the respective MTCS Purchase Order and shall apply in addition to the MTCS General Terms and Conditions. Any terms and conditions of the Supplier deviating from or conflicting with these Individual Purchase Conditions shall only apply if expressly accepted by MTCS in writing.

§ 3 Binding Delivery Date / Liquidated Damages for Delay

The delivery date specified in the relevant MTCS Purchase Order shall be binding unless otherwise expressly agreed by MTCS in writing.

Should the Supplier culpably fail to meet the agreed delivery date, MTCS shall be entitled to claim liquidated damages in the amount of 0.2% of the value of the delayed delivery for each completed working day of delay. The aggregate amount of such liquidated damages shall be limited to 5% of the value of the delayed delivery.

MTCS shall be entitled to deduct any accrued liquidated damages from amounts due and payable to the Supplier. The right of MTCS to claim damages exceeding the liquidated damages shall remain unaffected. Any liquidated damages paid or deducted shall be credited against any further claim for damages.

§ 4 Quality and Manufacturing Compliance

The Supplier expressly represents and warrants that all goods and components supplied:

- are of proven high quality;
- have been manufactured in accordance with the applicable OEM design data and specifications;
- comply with all required material specifications;
- comply with all required mechanical properties, including those achieved through applicable heat treatment processes;
- meet all dimensional requirements and tolerances;
- comply with the applicable OEM manufacturing and inspection procedures;
- are new, free from defects, and fit for their intended purpose; and
- are entirely free from asbestos and any other prohibited hazardous substances.

The Supplier shall maintain objective evidence demonstrating such compliance and shall, upon request by MTCS, promptly provide all supporting documentation, certificates, inspection reports, and manufacturing records.

§ 5 Liability for Non-Conformity

Should any supplied goods be found not to comply with the foregoing requirements, specifications, or warranties, the Supplier shall:

- provide a full credit and refund of the entire purchase value of the affected parts;
- indemnify, defend, and hold harmless MTCS against all losses, damages, costs, expenses, and third-party claims arising out of or in connection with such non-conformity; and
- in particular, bear all reasonable costs associated with fault finding, removal and reinstallation, travel and transportation, express freight, port charges, demurrage, dry-docking costs, and classification society expenses incurred as a consequence of the non-conformity of the supplied parts.

The Supplier's aggregate liability under this clause shall be limited to four (4) times the purchase value of the affected parts.

The foregoing limitation of liability shall not apply in cases of wilful misconduct, fraudulent misrepresentation, injury to life, body, or health, or where liability cannot be excluded or limited under mandatory law.

§ 6 Priority of Supplier Liability

Any exclusions or limitations of liability contained in the MTCS General Terms and Conditions shall apply exclusively for the benefit of MTCS in its capacity as supplier or service provider and shall not limit, reduce, or exclude any obligations, warranties, indemnities, or liabilities of the Supplier arising under these Individual Purchase Conditions or the respective Purchase Order.

§ 7 Requirement of Written Form

Any amendments, deviations, or additions to these Individual Purchase Conditions shall be valid only if confirmed by MTCS in writing.

§ 8 Governing Law and Jurisdiction

(1) These Individual Purchase Conditions and any contractual relationship arising therefrom shall be governed by and construed in accordance with the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

(2) The exclusive place of jurisdiction for all disputes arising out of or in connection with the contractual relationship shall be Hamburg, Germany.

(3) Notwithstanding the foregoing, Marine 2-Stroke Consultant & Service GmbH shall also be entitled to bring legal proceedings against the Supplier before any court having jurisdiction over the Supplier at its registered office, principal place of business, or other competent jurisdiction.