

General Terms and Conditions for the Use of the Website shipandoffshore.net

Section 1: Subject

These General Terms and Conditions regulate the legal framework for the use of the website shipandoffshore.net and the contractual relations agreed in this respect between the buyer - hereinafter called the "Customer" - and DVV Media Group GmbH (Shipandoffshore.net), Nordkanalstr. 36, 20097 Hamburg, represented by the managing shareholder, Dr. Dieter Flechsenberger.

The General Terms and Conditions and the electronic order form can be stored and/or printed out by the Customer.

Section 2: Conclusion of contract

1. Offers and presentations on the websites of shipandoffshore.net are without obligation. The contract covering the article(s) selected by the Customer shall come into existence only as of express confirmation of conclusion of contract or alternatively as of delivery of the goods to the Customer.

2. Shipandoffshore.net shall confirm receipt of the Customer's order by electronic means. Such confirmation shall not bring a contract into existence.

3. The order shall be subject to the goods being available. If the goods are not available the Customer will be informed without delay and any payment already made will be refunded. The goods will be delivered only in quantities customary for households. Orders may be placed only by persons of full age (i.e. aged 18 or over).

Section 3: Prices & conditions

1. The price list effective at any given time shall be applicable.

2. The purchase price shall be payable 14 days after delivery of invoice and is to be remitted to the account stated on the invoice.

3. In the event of delay in payment Shipandoffshore.net shall be entitled immediately to forbid the use of the Shipandoffshore.net articles.

Section 4: Delivery / Retention of title

1. Unless otherwise arranged, delivery shall be made ex warehouse to the delivery address specified by the Customer. Statements as to the delivery date shall be without obligation.

2. Title to the goods delivered shall be transferred to the Customer only as of complete fulfilment of all claims by Shipandoffshore.net on the Customer.

Section 5: Right of cancellation

1. THE CUSTOMER SHALL BE ENTITLED TO CANCEL HIS CONTRACT DECLARATION IN WRITTEN FORM (E.G. LETTER FAX OR EMAIL) WITHOUT STATEMENT OF REASONS. DISPATCH OF NOTICE OF CANCELLATION MUST BE WITHIN TWO WEEKS AS FROM CONCLUSION OF CONTRACT. SUCH CANCELLATION IS TO BE SENT TO:

Shipandoffshore.net (DVV Media Group GmbH)

Vertriebs-Service

Nordkanalstr. 36

20097 Hamburg

Fax: 040/237 14-104

Email: service@shipandoffshore.net 2. AFTER EXERCISING THE RIGHT OF CANCELLATION, THE CUSTOMER

SHALL BE OBLIGED TO RETURN THE GOODS IN COMPLETE FORM TO THE

ABOVE ADDRESS. THE CUSTOMER SHALL MEET THE COSTS OF RETURN WHEN THE ORDER VALUE IS LESS THAN EUR 40.00. PLEASE NOTE THAT Shipandoffshore.net SHALL BE ENTITLED TO DEDUCT ANY LOSS OF VALUE CAUSED BY USE OF THE GOODS FROM THE REFUND AMOUNT. THIS SHALL NOT APPLY WHEN THE DETERIORATION IS DUE SOLELY TO THE GOODS BEING TESTED - AS COULD HAVE BEEN DONE BY THE CUSTOMER ON RETAIL PREMISES.

3. THIS CANCELLATION RIGHT SHALL NOT APPLY TO GOODS WHOSE NATURE DOES NOT ALLOW OF RETURN OR WHICH SPOIL QUICKLY OR WHOSE SELL-BY DATE HAS BEEN EXCEEDED; OR TO AUDIO OR VIDEO RECORDINGS OR SOFTWARE IF THE CUSTOMER HAS UNSEALED THE DATA CARRIERS; OR TO NEWSPAPERS, PERIODICALS AND MAGAZINES.

Section 6: Warranty and liability

1. Shipandoffshore.net does not guarantee that the website is accessible and free of error at all times. This shall apply in particular if failure to take up an offer is due to breakdowns which are beyond the control of Shipandoffshore.net.

2. If the article purchased has a defect for which Shipandoffshore.net is responsible, the Customer may require supplementary performance (rectification or replacement).

3. Shipandoffshore.net shall pay damages to the full amount, irrespective of legal basis, in the case of deliberate intent or gross negligence, and, in the event of the absence of a promised feature, to the amount of the typical and foreseeable damage or loss which the promised feature was intended to prevent. In all other cases liability shall be excluded, except where otherwise regulated below. Shipandoffshore.net shall be liable only for damage or loss affecting the delivered article itself; in particular Shipandoffshore.net shall not be liable for loss of profit or earnings or for other financial loss. In cases where the liability of Shipandoffshore.net is excluded or limited, this shall apply also to the personal liability of its employees, representatives and vicarious agents. The above limitations of liability shall not apply in cases of bodily injury or when the Customer has claims under Sections 1 and 4 of the German Product Liability Act.

Section 7: Data Protection

1. Shipandoffshore.net shall treat the personal data of the Customer and the users of Shipandoffshore.net as strictly confidential and shall make them available to third parties only where this is allowed by data protection law or when the Customer has given his consent.

2. Shipandoffshore.net makes it known that the personal data of the Customer will be processed electronically. The data will be used solely for the performance of the contract, except when otherwise agreed. By sending an order the Customer agrees and accepts that the information he has furnished will be stored by Shipandoffshore.net, processed and used for the purpose of performing a service and charging for that service; and will, where applicable, be passed on to service providers for that purpose.

3. When the contract is terminated, the Customer's personal data shall be deleted as of the termination becoming effective, unless their continued storage is provided for in law or has been separately arranged.

Section 8: Final provisions

1. Shipandoffshore.net reserves the right to alter its offer and/or these contractual conditions at any time. 2. The governing law shall be the law of the Federal Republic of Germany and no other law. The United Nations CISG shall not be applicable.

3. The Customer shall have the right to offset payments only when his counter-claims have been established at law or have been acknowledged by Shipandoffshore.net. In addition the Customer shall be entitled to exercise rights of retention only if his counterclaim is based on the same contractual relationship.

4. Should one of these provisions be ineffective, this shall not affect the validity of the remaining provisions. Ineffective provisions shall be superseded by effective provisions which shall to a large extent achieve the commercial and legal purpose that was intended.

5. The venue of the court with jurisdiction shall be Hamburg provided that the Customer is a merchant in the sense defined the German Commercial Code, a legal entity in public law or a special fund in public law. The same shall apply if, on filing suit, the Customer does not have a domicile or customary abode in the Federal Republic of Germany.

Effective: January 2011