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## General Terms and Conditions

### 1. Scope of application

1.1 The following General Terms and Conditions (GTC) shall apply to all contractual relationships between Nadine Kornblum (Contractor) and the Client.

1.2 The GTC are exclusively intended for use in entrepreneurial business transactions.

1.3 Deviating general terms and conditions of the client shall not become part of the contract, unless their validity is agreed separately in writing.

### 2. Placing of order

The order shall be placed verbally or, at the request of one party to the contract, in writing.

### 3. Remuneration

3.1 For her services the Contractor shall be entitled to remuneration according to the rates generally charged by freelance shipping and cargo experts.

3.2 If a fee estimate or a fixed fee agreement exists, the client must be notified if it becomes apparent during the execution of the order that the work cannot be continued at the fee of the estimate or the agreement due to unforeseeable circumstances. If the client then decides to withdraw his order, he shall pay a fee corresponding to the extent of the work performed. The same shall apply if a breach of the Customer's duty to cooperate (cf. in particular Sections 5.1 to 5.3) leads to additional expenses on the part of the Contractor.

3.3 The Contractor shall be entitled to demand reasonable advance payments on its remuneration as well as travel and incidental expenses. Likewise, the Contractor may issue partial invoices for services already rendered in the case of orders that extend over a longer period of time.

### 4. Duties of the Contractor

4.1 The Contractor shall render its services neutrally, impartially and to the best of its knowledge and belief with the diligence of a proper expert.

4.2 The Contractor undertakes to maintain secrecy with regard to business and operational processes entrusted to it or made accessible to it on the occasion of the order, even beyond the duration of the order relationship.

### 5. Obligations of the client

5.1 The Customer shall provide the Contractor with all information necessary for the execution of the order, shall hand over the necessary documents to the Contractor and shall provide the Contractor with all necessary assistance, in particular with regard to access to terminals, warehouses and other areas which are not accessible to the public and which require access in the sense of the order.

5.2 The Customer shall inform the Contractor without delay of all events or circumstances which may be of recognizable importance for the execution of the order.

5.3 The Customer shall also inform the Contractor of any special risks, in particular extraordinary damage possibilities or damage amounts prior to the conclusion of the contract.

5.4 If the order is also to include the representation of the Customer vis-à-vis third parties, the Contractor shall be authorized to do so in writing upon request.

5.5 The services of the Contractor, in particular any expert opinion prepared or other statements in written or text form (emails etc.) as well as photos, may only be used in the matter for which the order was placed. The express consent of the contractor must be obtained for any other use.

## **6. Liability of the Contractor**

6.1 The Contractor shall be liable without limitation for injury to life, limb or health resulting from a culpable breach of duty.

6.2 Apart from this, the liability of the Contractor shall be limited as follows:

6.2.1 The Contractor shall be liable for intent or gross negligence.

6.2.2 In the event of slight negligence, the Contractor shall only be liable in the event of a breach of a material contractual obligation. Material contractual obligations are obligations the fulfillment of which makes the contract possible in the first place, the violation of which jeopardizes the achievement of the purpose of the contract and the observance of which the contractual partner may regularly rely on.

6.2.3 If the breach of material contractual obligations is due to simple negligence, the obligation to pay compensation shall be limited to the damage foreseeable at the time of the conclusion of the contract and typical for the contract.

6.2.4 Furthermore, any liability of the Contractor in the cases of the preceding paragraph shall be limited to ten times the amount of the fee to be charged by it or the fee agreed with it.

6.2.5 Liability for indirect consequential damages including consequential damages typical for the contract shall be excluded.

6.3 The above provisions shall also apply in favor of the Contractor's vicarious agents.

## **7. Limitation of actions**

7.1 All contractual and non-contractual claims of the Customer or the Contractor shall become statute-barred after one calendar year. The limitation period shall commence at the end of the year in which the final invoice is issued.

7.2 This shortening of the statute of limitations shall not apply to claims for damages due to injury to life, body or health or due to damage caused by gross negligence or intent.

## **8. Other regulations**

8.1 Should parts of the "General Terms and Conditions" be invalid, this shall not affect the validity of all other conditions.

8.2 The place of performance and exclusive place of jurisdiction shall be Hamburg, the Contractor's place of business. German law shall apply to the legal relationships of the contracting parties.