

Global Container Shipping Agency UG

Pillauer Strasse 24 – 28816 Stuhr

**Container Trading
Liner Agency
Forwarding & Logistics**

GCSA UG; Pillauer Strasse 24; 28816 Stuhr

Stuhr,

Purchase and Transport Agreement for a Used Machine in International Export Business

between

[Name / Company of the Seller]

[Address]

[Country]

– hereinafter referred to as “Seller” –

and

[Name / Company of the Buyer]

[Address]

[Country]

– hereinafter referred to as “Buyer” –

with the participation of

Global Container Shipping Agency GmbH

Pillauer Straße 24

28816 Stuhr

Germany

– hereinafter referred to as “GCSA” –

the following Purchase and Transport Agreement is concluded:

§ 1 Scope of Application, Nature of the Contract and Exclusion of Third-Party Terms and Conditions

(1) This agreement governs both the sale of a used movable asset within the meaning of Sections 433 et seq. of the German Civil Code (BGB) as well as the organization and execution of its international transport from the contractually agreed place of dispatch to the contractually agreed place of delivery.

(2) This agreement shall apply exclusively. Deviating, conflicting or supplementary terms and conditions of the Buyer shall not become part of the contract, even if the Seller or GCSA

performs services without reservation in knowledge of such conditions. This also corresponds to the structure of the uploaded Zeppelin conditions.

(3) This agreement is intended exclusively for entrepreneurs within the meaning of Section 14 BGB, legal entities under public law or special funds under public law.

(4) The statutory provisions shall apply insofar as they are not expressly amended or excluded by this agreement.

§ 2 Offer, Conclusion of the Contract and Binding Period

(1) Offers made by the Seller and GCSA are subject to change and non-binding. They merely constitute an invitation to the Buyer to submit a binding contractual offer. This also corresponds to the offer logic used in the Zeppelin conditions.

(2) The Buyer shall be bound by its contractual offer for a period of four weeks from receipt by the Seller, unless a different binding period is stated in the offer.

(3) A contract shall only come into existence when the Seller accepts the Buyer's offer in writing or in text form, issues an invoice or commences performance.

(4) Silence in response to an offer by the Buyer shall not constitute acceptance.

(5) There are no oral side agreements. All agreements made at the time of conclusion of the contract are fully set out in this agreement.

§ 3 Subject Matter of the Contract

(1) In accordance with Section 433 para. 1 BGB, the Seller sells to the Buyer the following used machine:

Manufacturer: _____
Model: _____
Machine type: _____
Serial number: _____
Year of manufacture: _____
Operating hours: _____

(2) Accessories, attachments or other ancillary components shall only form part of the contract if they are expressly listed in this agreement:

(3) The Seller owes exclusively the delivery and transfer of ownership of the above-described machine together with the expressly designated accessories.

(4) Assembly, commissioning, technical adaptation, instruction, spare parts supply, maintenance, repair, retrofitting, training or other ancillary services shall not be owed unless expressly agreed in writing.

§ 4 Condition of the Machine, Purchase as Inspected and Responsibility for Suitability

(1) The machine is a used machine.

(2) The machine is sold in the condition in which it is at the time of handover to the Buyer or to the first carrier.

(3) The contractual condition of a used machine includes in particular the usual wear, signs of use and deterioration corresponding to its age, previous use, operating hours and prior utilization. This also corresponds to the explicit provision regarding used goods in the Zeppelin conditions.

(4) The Buyer confirms that it has been given the opportunity to inspect and examine the machine and that it knows the condition of the machine or has deliberately waived an inspection.

(5) The sale takes place expressly as inspected and in accordance with international commercial practice “as is – where is”.

(6) The Buyer is solely responsible for checking and assessing whether the machine is suitable for its intended purpose, the intended place of destination, the climatic conditions, the infrastructure at the location, the maintenance possibilities and the availability of spare parts.

(7) Public statements, brochures, advertisements, catalogues, photos, drawings, videos or other promotional representations of the Seller, GCSA, the manufacturer or third parties shall only be binding if they have been expressly incorporated into this agreement in writing as an agreement on quality. This logic also corresponds to the Zeppelin conditions.

§ 5 Purchase Price, Ancillary Costs Not Included and Delineation of Costs

(1) The purchase price agreed in this agreement relates exclusively to the sale of the used machine specified in § 3 together with the expressly agreed accessories.

(2) The net purchase price for the machine amounts to:

EUR _____

plus statutory value added tax insofar as such tax is legally applicable.

(3) The purchase price does not include the costs of transport, transport insurance, pre-carriage, onward carriage, handling, port and terminal services, storage, documentation, export charges, import charges, customs duties, import levies, taxes, governmental fees,

security-related surcharges and any other ancillary costs connected with the export, transit, import or delivery of the machine.

(4) All costs referred to in paragraph 3 shall be borne separately by the Buyer insofar as they arise in connection with the execution of this agreement.

(5) The costs referred to in paragraph 3 shall not be owed as a lump sum but shall be determined according to the tariffs, fee schedules, freight rates, surcharges, governmental requirements, national statutory provisions and the actual circumstances in the respective countries of dispatch, transit and destination at the time such costs arise.

(6) Decisive for the amount of the costs referred to in paragraph 3 are in particular the statutory provisions, public fees, customs and foreign trade requirements, security regulations, port tariffs, terminal tariffs, carrier surcharges, forwarding charges and other market-based or authority-imposed cost components applicable at the time of the actual transport and clearance.

(7) Changes in national statutory provisions, governmental requirements, customs duty rates, import or export regulations, freight rates, security surcharges, fuel surcharges, port or terminal tariffs or other cost-relevant framework conditions after conclusion of the contract shall not be borne by the Seller or GCSA but shall be borne by the Buyer as separate ancillary costs.

§ 5a Separate Price Information on Transport, Export and Import Ancillary Costs

(1) After conclusion of the purchase agreement, the expected transport costs as well as the other costs not included in the purchase price pursuant to § 5 paragraph 3 shall be determined separately.

(2) These costs shall be determined on the basis of the tariffs, fees, freight rates, surcharges, national legal framework conditions and governmental requirements available and current at the time of calculation in the respective countries and transport routes concerned.

(3) The Seller or GCSA shall provide the Buyer after conclusion of the contract with a separate price information in which the expected ancillary costs are itemized by type of cost.

(4) This separate price information serves transparency and cost presentation; unless expressly agreed otherwise, it does not constitute an independent guarantee of an unchangeable final amount.

(5) If changes occur after preparation of the price information due to changed tariffs, freight rates, exchange rates, statutory provisions, governmental measures, security requirements, actual transport circumstances or national import or export peculiarities, GCSA shall be entitled to update the price information accordingly and to invoice the actual costs incurred.

(6) Upon request, the Buyer shall receive a comprehensible breakdown of the actual cost components incurred insofar as these are invoiced by the Seller or GCSA.

§ 6 Payment Terms, Advance Payment, Due Date and Default

- (1) The entire purchase price as well as all contractually owed transport and insurance costs shall be paid in full in advance.
 - (2) Payment becomes due immediately upon receipt of the invoice and must be received in full and irrevocably in the account designated by the Seller or GCSA before handover of the machine, before commencement of transport and before issuance or release of transport documents.
 - (3) The final receipt of payment shall be decisive.
 - (4) The Buyer shall only be entitled to set-off with undisputed claims or claims that have been legally established. The Buyer shall only be entitled to exercise a right of retention insofar as its counterclaim is based on the same contractual relationship and is undisputed or legally established.
 - (5) If the Buyer is in default with a payment in whole or in part, the statutory consequences of default pursuant to Sections 286 and 288 BGB shall apply.
 - (6) In such case, the Seller and GCSA shall be entitled to withhold services not yet performed, suspend transport and delivery releases and withdraw from the contract in accordance with this agreement.
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§ 7 Retention of Title

- (1) The machine shall remain the property of the Seller pursuant to Section 449 BGB until full payment of all claims arising from this agreement.
 - (2) The Buyer shall be obliged to treat the machine subject to retention of title with due care, to insure it against customary risks and to carry out necessary maintenance and servicing measures at its own expense.
 - (3) Before full payment has been made, the Buyer shall not be entitled, without the Seller's prior written consent, to sell, pledge, transfer by way of security, lease or otherwise dispose of the machine.
 - (4) In the event of access by third parties to the goods subject to retention of title, the Buyer shall inform such third party of the Seller's ownership and shall inform the Seller without undue delay.
 - (5) This provision follows the retention of title logic contained in the Zeppelin conditions.
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§ 8 Performance Periods, Handover Dates and Non-Binding Information

(1) Insofar as handover dates, collection dates, delivery periods or delivery time windows are stated in this agreement, they shall, unless expressly agreed otherwise in writing, be non-binding indications based on the expected duration of performance and the market, logistics and transport conditions existing at the time of conclusion of the contract.

(2) No fixed-date transactions shall be concluded.

(3) The Seller and GCSA shall be entitled to make early performance and partial performance insofar as this is reasonable for the Buyer.

(4) This structure also corresponds to the provision on performance periods, handover dates and partial performance in the Zeppelin conditions.

§ 9 Non-Availability, Self-Supply and Withdrawal

(1) If the machine owed by the Seller is not available and the Seller is not responsible for such non-availability, the Seller shall be entitled to withdraw from the contract.

(2) Non-availability shall exist in particular if a congruent covering transaction is not performed properly, the machine is unexpectedly no longer available or a legal or factual impediment to performance exists.

(3) In the event of withdrawal, any consideration already rendered shall be reimbursed without undue delay.

(4) Further claims of the Buyer shall be excluded unless intent or gross negligence exists.

(5) This withdrawal logic is also based on the Zeppelin conditions.

§ 10 Withdrawal, Contract Cancellation and Cancellation Charges

(1) The Buyer shall not have a free right to withdraw from the contract after its conclusion.

(2) A cancellation of the contract at the Buyer's request shall require the Seller's express written consent.

(3) If the Seller agrees to cancellation, it may demand a cancellation fee amounting to 20% of the net purchase price unless otherwise agreed.

(4) The statutory right of the Seller and GCSA to withdraw from the contract in cases of payment default, frustration of performance, default of acceptance or other significant breach of duty shall remain unaffected.

(5) This structure is likewise based on the Zeppelin conditions.

§ 11 Acceptance, Handover and Handover Record

- (1) The Buyer shall be obliged to accept the machine at the agreed time or to have it accepted by an authorized representative or carrier.
 - (2) A handover or acceptance record shall be prepared regarding the handover and the condition of the machine ascertainable at the time of handover.
 - (3) The record should contain in particular the identification data of the machine, operating hours, accessories, visible damages and signs of wear, place and date of handover and the signatures of the Seller, the Buyer or the carrier appointed by the Buyer.
 - (4) Signing the handover or acceptance record shall be deemed proof of proper handover and the condition documented at that time.
 - (5) If the machine is handed over to a carrier commissioned by the Buyer, its receipt confirmation shall be deemed acceptance by the Buyer.
 - (6) This corresponds to the acceptance and documentation logic of the Zeppelin conditions.
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§ 12 Default of Acceptance, Storage and Damages

- (1) If the Buyer is in default of acceptance or if delivery is delayed for reasons attributable to the Buyer, the Seller and GCSA shall be entitled to claim compensation for resulting damages and additional expenses.
 - (2) This includes in particular storage costs, additional handling costs, demurrage, additional transport costs, insurance costs and other order-related additional expenses.
 - (3) The Seller shall be entitled to store the machine at the Buyer's risk and expense.
 - (4) This also corresponds to the structure of default of acceptance contained in the Zeppelin conditions.
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§ 13 Warranty and Exclusion of Claims for Defects

- (1) The machine is sold as a used machine. Claims for material defects shall be excluded to the extent legally permissible.
- (2) This exclusion shall not apply in cases of fraudulent concealment of defects, express guarantees of quality, intent, gross negligence or mandatory statutory liability.
- (3) Wear and tear and signs of use shall not constitute defects.
- (4) The Seller shall not be liable for damages resulting from improper operation, insufficient maintenance, improper modifications or unsuitable operating conditions after handover.

(5) This also corresponds to the used-goods warranty logic of the Zeppelin conditions.

§ 14 Obligation to Inspect and Give Notice of Defects

(1) If the Buyer is a merchant, it must inspect the machine immediately after acceptance and notify any defect without undue delay in accordance with Sections 377 and 381 HGB.

(2) Obvious defects must be reported within two weeks after handover in writing or in text form.

(3) If the inspection or notification is omitted, the machine shall be deemed accepted with regard to the relevant defect.

(4) This clause corresponds to the structure of the Zeppelin conditions.

§ 15 Limitation Period

(1) To the extent legally permissible, claims for defects shall become time-barred within one year after handover or acceptance of the machine.

(2) Statutory limitation periods remain unaffected in cases of intent, fraudulent concealment, guarantees, bodily injury or mandatory statutory provisions.

(3) This limitation logic corresponds to the Zeppelin conditions.

§ 16 Liability of the Seller

(1) The Seller shall be liable for damages only in accordance with the following provisions.

(2) The Seller shall be liable without limitation in cases of intent, gross negligence, personal injury, product liability or mandatory statutory liability.

(3) In cases of simple negligence, liability shall be limited to breaches of essential contractual obligations and to foreseeable typical damages.

(4) Liability for indirect damages, loss of profit, production losses, business interruption or other financial losses shall be excluded to the extent legally permissible.

(5) This liability structure is also based on the Zeppelin conditions.

§ 17 Export Transaction and Export and Import Control

- (1) The parties agree that this contract concerns an international export transaction which may be subject to national and international export and import restrictions.
 - (2) The validity and execution of this contract are subject to the condition that no export bans, embargoes, sanctions or licensing requirements prevent the contract.
 - (3) The Buyer shall provide all necessary export and import information including destination, end user and required import documentation.
 - (4) Delays caused by export or import regulations shall extend delivery periods accordingly.
 - (5) If export becomes permanently impossible for legal reasons, the obligation to perform shall cease and payments shall be refunded where legally possible.
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Transport Section Integrated into the Contract

§ 18 Transport Service and Role of GCSA

- (1) The transport of the machine from the place of dispatch to the place of delivery shall be organized and carried out by GCSA.
 - (2) GCSA may use subcontractors such as carriers, shipping lines, airlines, terminal operators or other logistics service providers.
 - (3) Transport may be carried out by truck, rail, sea or air freight or a combination of these.
 - (4) Import customs clearance is the sole responsibility of the Buyer.
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§ 19 Modes of Transport and Disposition

- (1) GCSA may determine route, transport mode, ports, airports and subcontractors at its reasonable discretion unless otherwise agreed.
 - (2) GCSA does not guarantee the cheapest or fastest route but a commercially reasonable transport solution.
 - (3) Transport may be divided into multiple stages or partial shipments if necessary.
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§ 20 Place of Dispatch and Place of Delivery

- (1) Place of dispatch:
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(2) Place of delivery:

- (3) Transport includes collection, carriage and delivery of the machine.
 - (4) Transport ends upon delivery at the agreed place of delivery.
 - (5) Delivery shall also be deemed effected when the machine is made available for unloading.
 - (6) If delivery is impossible due to reasons not attributable to GCSA, the machine may be stored or redirected at the Buyer's cost and risk.
 - (7) In such cases the transport service shall be deemed fulfilled.
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§ 21 Transport Costs

- (1) Transport charges shall be based on tariffs valid at the time of execution.
 - (2) The Buyer shall bear all additional transport costs, surcharges, port costs, terminal charges, demurrage, storage charges and other expenses.
 - (3) Applicable legal and market conditions in the respective countries shall determine the final cost level.
 - (4) GCSA may adjust transport costs if freight rates or fees change after conclusion of the contract.
 - (5) Transport payments are also due in advance unless otherwise agreed.
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§ 22 Transport Insurance

- (1) The machine shall be insured for the entire transport route against customary transport risks.
 - (2) Insurance is arranged by GCSA on behalf of the Buyer unless otherwise agreed.
 - (3) Insurance costs are borne by the Buyer.
 - (4) The scope of insurance depends on the insurance policy.
 - (5) In case of damage the Buyer must cooperate in claims handling.
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§ 23 Transport Documents

(1) GCSA may issue customary transport documents such as bills of lading, sea waybills, air waybills or CMR consignment notes.

(2) Such documents shall serve as prima-facie evidence of transport execution.

(3) Signed delivery receipts shall be deemed proof of proper delivery unless proven otherwise.

§ 24 Transfer of Risk

(1) Risk passes to the Buyer upon handover to the first carrier in accordance with Section 447 BGB.

(2) This also applies if GCSA organizes the transport.

(3) Transport insurance does not change the legal transfer of risk.

§ 25 Applicable Law and Mandatory Transport Regimes

(1) This contract is governed by German law excluding the CISG.

(2) Mandatory international transport conventions shall take precedence where applicable.

(3) Liability shall follow the applicable transport convention where the damage occurred.

(4) Otherwise German commercial law provisions apply.

§ 26 Liability of GCSA

(1) GCSA liability follows applicable transport law.

(2) Where no mandatory regime applies, German law applies.

(3) GCSA shall not be liable for indirect damages or loss of profit.

(4) GCSA shall not be liable for force majeure or circumstances beyond its control.

(5) Incorrect information provided by the Buyer excludes liability.

(6) Liability for subcontractors shall follow statutory law.

§ 27 Transport Obstacles

- (1) Delays caused by circumstances outside GCSA control extend delivery periods.
 - (2) Alternative routes or storage may be chosen if necessary.
 - (3) Additional costs resulting from such measures are borne by the Buyer.
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§ 28 Refusal of Delivery

- (1) If the consignee refuses acceptance, GCSA may store the machine at the Buyer's cost and risk.
 - (2) Transport service shall be deemed offered after the first unsuccessful delivery attempt.
 - (3) Additional costs remain payable by the Buyer.
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§ 29 Force Majeure

- (1) Force majeure releases the Seller and GCSA from performance obligations during the disruption.
 - (2) This includes war, disasters, embargoes, strikes, port closures or similar events.
 - (3) If the disruption persists, the parties may withdraw from the contract.
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§ 30 Assignment

- (1) The Buyer may not assign rights without written consent.
 - (2) Seller and GCSA may assign claims.
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§ 31 Form

- (1) Amendments require written or text form.
 - (2) Notices by the Buyer must be made at least in text form.
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§ 32 Severability Clause

If any provision of this contract becomes invalid, the remaining provisions remain effective. The parties shall replace the invalid provision with one that most closely reflects the economic intention of the original clause.

§ 33 Choice of Law and Jurisdiction

- (1) German law applies excluding the CISG.
 - (2) The place of jurisdiction is Stuhr, Germany, unless otherwise required by law.
 - (3) The Seller may also bring claims at the Buyer's place of jurisdiction.
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§ 34 Final Provision

This contract together with its annexes constitutes the entire agreement between the parties.

Place / Date: _____

Seller

Buyer

Global Container Shipping Agency GmbH