



## **General Terms and Conditions of the Company LEEGUAN BOAT COVERS (CVR no.: 43525476)**

Our concern is to ensure good cooperation and create lasting mutual trust with our customers. We sell our services and products under the following terms and conditions:

### **§ 1. General information**

Sales, production and delivery are carried out exclusively under the following conditions. By placing an order, the customer recognises the following manufacturing and delivery conditions: agreements made only become a binding contract when they have been confirmed by us in writing. Products manufactured by us shall be executed in accordance with our high quality and manufacturing standards, unless the customer specifies deviating manufacturing requirements. Any features deviating from our quality and manufacturing standards must be deemed feasible by us and accepted in writing. Any agreement like 'as original' or similar does not mean that our handcrafted product will be a 100% congruent copy and may have design or material-related differences (e.g. colour, fabric thickness, exact form etc.). During the manufacturing process, we will not impose more difficult conditions, e.g. making the boat further away or more difficult to access than was the case at the original inspection site. This includes other unforeseen circumstances that increase our workload (e.g. brittle or too thin GRP in which fastening systems can only be fitted inadequately or tubular frames that are too weak, bent or whose joints are corroded and can no longer be moved).

Work inside the hull (e.g. the fitting of underlining, reinforcements or laminating work) is excluded. Foreseeable labour difficulties that may occur must be indicated by the customer in advance and accepted and confirmed by us in writing. If unforeseeable labour difficulties arise which have not been specified in writing in advance and have not been accepted by us in writing (e.g. if the boat has to be taken to a distant shipyard due to damage), we may suspend the work until we are able to resume execution of the work under conditions as they were originally the case, unless a different procedure is renegotiated by us and accepted and confirmed by us in writing. We shall only carry out modifications to the standing or running rigging or to the hull of the boat that are necessary, e.g. for installation (e.g. drilling holes for fastening systems), if permission has been granted by the boat owner and if we consider the work to be unproblematic and safe. Such work will be carried out at the explicit request of the customer under exclusion of liability for possible consequential damage (e.g. damage to a concealed cable or internal parts). Sometimes it is necessary to make minor changes to the tube frame (e.g. by moving the joints or shortening the tubes), especially if it is bent or asymmetrical. By placing an order, the customer recognises that any necessary changes (e.g. to tension the fabric surfaces) may be made. Our preferred fabric that we process is a heavy and form-retaining textile that can absorb high tensioning forces. By agreeing to the conditions of the contract, the customer acknowledges and is aware that old, existing aluminium tubular frames may not be suitable for tensioning with our materials, as the tubes may bend and negatively affect the optimum shape due to general instability.

### **§ 2. Offer**

All products offered by us are non-binding and subject to change. All sketches, construction drawings and other dimensions are to be understood as non-binding production aids unless they are part of a condition of sale accepted in writing. A verification on our part does not have to take place. Customer-specific design requests that deviate from our standards, as well as subsequent changes, are generally permissible under the above-mentioned restrictions,

provided that this does not result in a change of use and any additional expenses incurred by us in the manufacturing process and delivery are compensated in accordance with our calculations.

### § 3. Prices and shipping

In principle, the prices that apply are those set out in a written order confirmation. Our prices are calculated on the basis of the time required for the work, the hourly rates, the machine hours, the materials processed in accordance with our price lists and any travel costs incurred, which we charge at a flat rate of 2,30 DKK respectively 0,30 EUR per kilometre and a travel time allowance in the sense of a working time allowance.

In order to avoid misunderstandings, agreements deviating from this must be recorded in writing in the order confirmation in order to become effective. Approximate prices indicate prices to be expected, for which the same applies as previously stated. The price negotiated and recorded in the order confirmation may be adjusted by us to reflect changing cost factors if the customer or third parties contribute to a delay in production for which we are not responsible. This may be the case, for example, if dimensions requested by us are not provided or if the client does not make his object/boat available in time for taking measurements in the area of action specified by us. Such a delay in work may mean that any discount we may have granted cannot be claimed.

### § 4. Delivery time and delivery

Delivery times begin with the receipt of the written order placement, the release of the order by the client, but not before final clarification of all execution details necessary for us. Force majeure and unforeseen events may extend delivery times. These include bottlenecks with regard to supplies and internal disruptions that slow down or prevent the production process. This is also the case if they occur during a delay in delivery. In the event of a delay in delivery as described above, claims for damages and the right of the customer to withdraw from the contract shall be excluded.

### § 5. Terms of payment

When placing an order for customized boat covers and tarpaulins, a down payment of 50% of the respective purchase price is due by way of advance payment. After conclusion of the contractual purchase agreement, the down payment must be made within 14 days. If the customer does not meet this requirement, we are entitled to withdraw from our contractual order commitment or from the sale. The manufacturing process will be suspended until we have received the full amount of the down payment to be made.

Before or at the time of collection of the goods, any outstanding balance of the purchase price is due in advance or in cash on site. Until full payment, the goods remain our property. If the goods are to be shipped, delivery will be made after bank transfer and receipt of the invoice amount.

Final assembly of boat covers, sails and tarpaulins agreed upon in writing in the order confirmation will generally only take place after full payment of the invoice amount. Cash discount deductions are only permissible if expressly agreed in writing. The costs of a bank guarantee for the advance payment amount, which can be provided, shall be borne by the customer. If the agreed payment date is exceeded, we shall be entitled to charge interest on arrears at a rate of 8% above the current discount rate of Danske Bank. A complaint is not a reason to suspend payment.

### § 6. Guarantee, warranties and transport damages

#### a. Warranty and warranty periods

We provide a guarantee for the workmanship of our products such as boat covers and tarpaulins. Excluded are function-related wear, expected discolouration due to UV exposure, natural weathering of the seams, fading, hardening, buckling, cracks, clouding or environmental material changes such as "burns" or discolouration of vinyl window films (e.g. due to direct contact between tubing and vinyl), which impair transparency, also caused by improper care, storage or cleaning. We consider leather to be an excellent material, but as a

natural product it can change due to weather influences such as sun, salt and rain. For sails and boat covers, we provide a warranty period of two seasons, regardless of active usage time. If our product is used commercially, the warranty period is reduced to one season. For commercial goods of any kind and covers the legal regulation of the manufacturer is valid. Our cloths are high quality materials and excellent against mold and mildew stains. Nevertheless, we would like to expressly point out that lighter fabrics (such as Passat Panama „hellgrau“ (light grey), 014 or „hellbeige“ (light beige), 011) can take on discolorations even with slight contact with surfaces that have not been cleaned. Darker fabrics are therefore much less sensitive and should always be preferred to lighter fabrics. We process our PVC window material with the utmost care, which are largely protected with cover material during the work process and transport to the boat. After several sewing passes on our sewing floor, the PVC may show barely visible, unavoidable traces of processing. The textile products that we manufacture are customised handmade products that may have to be adapted to already used pipe frames and fastening systems and may therefore exhibit necessary and therefore intended asymmetries. We endeavour to produce a smooth and flawless textile surface. Due to the design and especially when working into existing fastening systems (pins in GRP), optimum tension points cannot be freely selected, which can lead to slight rippling, which often smoothes itself out after a while. Furthermore, we use tailor's chalk or other suitable marking pens for marking, as is usual in maritime textile work. Any marks remaining after the production process usually disappear after a short time by moving the cloth or after a simple treatment with water. The above points are not grounds for complaint and are excluded from any guarantee or warranty.

#### b. Transport damage

After receipt of the goods, the recipient must immediately check the goods for damage and completeness. Damage in transit or an incomplete shipment must be reported immediately on site to the transfer agent (forwarding agent, postal employee) and confirmed by name by the carrier. In case of an unexplained or damaged delivery or in case of a refusal of the carrier to confirm the apparent damages in writing, the acceptance is to be refused. Otherwise, a settlement of damages is not possible and is at the expense of the recipient, or the client. This also applies in the case of personal collection or handover.

#### c. Warranty

Upon receipt of a defective product, a notice of defect must be made within four weeks after delivery, unless the defect is due to transport (in which case it must be reported immediately, see above). A notice of defect must be made in writing and include an exact description of the defect. In the event of a complaint, the goods must be made available to us for inspection within a period of 14 days at the expense of the customer. If the inspection of the defect can only be carried out by us on site (in the port / in winter storage / on the water), the customer must provide us with meaningful photos that can credibly confirm the complaint before we arrive and inspect the defect. If the reported defect is confirmed after an inspection by us, we must be given the opportunity to rectify the defect within a period of 14 days after notification of the defect, on one or more working days. The prerequisite for an on-site inspection is that we are not subjected to any difficult conditions, e.g. the boat is further away or more difficult to access than was the case at the original location where the product was installed by us. If no more difficult conditions arise for us due to an interim relocation of the boat, the defect can also be remedied at another location if necessary. The decision here is at our discretion. The above provision shall apply if the repair can only be carried out on the boat or in the harbor. If a repair is impossible, the client can claim a price reduction or withdraw from the purchase. Claims that go beyond a withdrawal from the contract are excluded. Within the aforementioned warranty period, we shall be liable by way of replacement or rectification free of charge, provided that a defect occurs after proper assembly in accordance with our quality standards and after use as a result of defects in material or workmanship. A claim for rectification of defects shall not apply if the defect has been altered or increased by our own or third party measures such as repair attempts.

d. Mould stains, verdigris especially around trees, mildew, algae and moss infestation are a normal and expected effect of natural conditions and a consequence of use. Leather, in particular, is a natural product and can be subject to significant undesirable changes in this regard. It is the responsibility of the end user to weigh up the known advantages and disadvantages in advance. Almost all of the fabrics we use have an antifungal and dirt-repellent finish. We guarantee professional processing according to quality standards using high-quality materials that guarantee the longest possible functional utilisation period. Nevertheless, we cannot rule out possible qualitative and optical changes. Most of our fabric has an excellent dirt-repellent finish and even light-coloured fabrics pass our preferred "red wine test" with flying colours. However, when choosing a colour, please bear in mind that slight soiling, e.g. through contact with our machines, may be unavoidable, especially with very light-coloured fabrics. Leather is a very hard-wearing raw material that has been traditionally processed in maritime history. We expressly point out that leather is a natural product and can change in colour, surface structure and shape over time due to weather influences. These changes to the materials are excluded from the guarantee and warranty. When cleaning vinyl films, the manufacturer's instructions must be observed (e.g. regular rinsing with fresh water after each use, absolute avoidance of "dry" wiping) and the use of suitable cleaning agents must be checked. There is an exclusion of liability for cleaning tasks that are entrusted to us.

#### § 7. Cleaning / rejection of warranty

Covers and tarpaulins have a protective function and are naturally exposed to disturbing and sometimes aggressive environmental influences such as UV radiation, corrosive bird droppings or acid rain. In the long term, these damaging factors affect even the best cloth available on the market. This can promote aging processes within the fabric, which can lead to shrinkage, for example, for which we cannot accept any liability or warranty. The same applies to futile or unsuccessful attempts to clean boat covers and tarpaulins.

Although vinyl windows are replaceable, we strive to purchase and process the best maritime window materials, which are characterized by exceptional scratch resistance and UV stabilization. Nevertheless, over time, deterioration in terms of scratching, staining or deterioration of transparency may occur, especially under UV-intensive environments if the films are left uncovered during periods of non-use, due to dry rubbing or because of the use of unsuitable cleaning systems. We cannot guarantee for these phenomena, which are also caused by age (and which can be significantly positively influenced by suitable covering).

#### § 8. Export - to NON-EC COUNTRIES

In principle, VAT will be charged if the customer himself wants to take the goods abroad. VAT will only be refunded if the stamped "Export Declaration" (AE) is sent to us. If the goods are shipped and invoiced to persons within the EC, the VAT applicable in Denmark will be charged. A VAT-exempt delivery will only be made if we know from the consignee the CPR No. or ID number required in Denmark, or if the consignee can credibly prove that it is a seagoing vessel leaving the EU area.

#### § 9. Data storage

We store address data, boat types, boat names and the home port of the client for the purpose of shipping the ordered products or for sending information if requested by the customer. The stored data will not be disclosed to third parties.

#### § 10. Reservation of proprietary rights

The delivered goods remain our property until full payment.

#### § 11. Property of customers parked on our premises

We would like to point out that trailers, boats, vehicles and other property of customers, which is parked on our premises for the execution of commissioned work, is neither insured against force majeure, theft, vandalism, nor against accidental damage by third parties.

#### § 12. Applicable law, place of jurisdiction

The contractual relations shall be governed exclusively by the laws of the Kingdom of Denmark. The application of international sales law is excluded. The place of jurisdiction for fully qualified merchants, for persons who do not have a general place of jurisdiction in Denmark, as well as for persons who have moved their place of residence or habitual abode abroad after conclusion of the contract or whose place of residence or habitual abode is not known at the time the action is brought, shall be Sonderburg.

*Note: Since the original text is German, the salvatory clause applies, especially in the case of unintentionally misleading passages. In case of doubt, the German version shall apply.*

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