

General Terms and Conditions (GTC)
Sunship Electronic Services GmbH & Co. KG
Promenade am alten Binnenhafen 10
26721 Emden, Germany
VAT No.: DE279356576
Registration Office: District Court Aurich, HRA 100207

1. Scope of Application

- 1.1 These GTC apply to all current and future business relationships between Sunship Electronic Services GmbH & Co. KG (hereinafter "Sunship") and its customers.
- 1.2 Customers are exclusively business entities (entrepreneurs) as defined in § 14 BGB, engaged in commercial shipping. Consumers as defined in § 13 BGB are excluded from these business relationships.
- 1.3 Any conflicting terms and conditions provided by the customer shall only apply if expressly agreed upon in writing by Sunship.

2. Conclusion of the Contract

- 2.1 All offers by Sunship are non-binding unless expressly marked as binding.
- 2.2 A contract is concluded through the written acceptance of a customer's order or a written order confirmation by Sunship.
- 2.3 Cost estimates are non-binding unless explicitly stated otherwise. Services required for preparing estimates (e.g., fault diagnostics, dismantling) will be billed at customary hourly rates unless agreed otherwise.

3. Scope of Services

- 3.1 Sunship provides the delivery, installation, maintenance, and repair of navigation and communication electronics for commercial shipping. This includes individual devices and complex systems.
- 3.2 Sunship may engage third parties (e.g., subcontractors or suppliers) to fulfill contractual obligations. Sunship is responsible for selecting these third parties carefully but assumes no liability for their performance.
- 3.3 The exact scope of services and project-specific deadlines will be agreed upon individually with the customer and specified in the order confirmation. Changes or additions require written agreement.

4. Delivery and Transfer of Risk

- 4.1 Delivery dates are non-binding unless expressly agreed upon in writing.
- 4.2 Risk passes to the customer upon handover of the goods to the carrier, regardless of whether the delivery is partial or complete.

4.3 Events of force majeure (e.g., natural disasters, strikes, official orders) release Sunship from its delivery obligations for the duration of the disruption. The customer will be informed promptly in such cases.

5. Retention of Title

5.1 The delivered goods remain the property of Sunship until full payment of all claims arising from the business relationship has been received.

5.2 The customer must treat the goods under retention of title with care and insure them against theft, fire, and water damage.

5.3 Resale, pledging, or modification of goods under retention of title is only permitted with Sunship's prior written consent.

6. Prices and Payment

6.1 All prices are net prices, excluding statutory VAT and applicable shipping and packaging costs.

6.2 Invoices are payable within 14 days of the invoice date unless otherwise agreed.

6.3 In the event of late payment, Sunship reserves the right to charge interest at 9 percentage points above the ECB base rate and additional reminder fees.

6.4 For international orders, additional costs (e.g., customs duties, transfer fees) are borne by the customer.

7. Warranty

7.1 Sunship guarantees that the delivered goods are free from material defects. The warranty period for new goods is 12 months and is excluded for used goods unless otherwise agreed.

7.2 The customer must report obvious defects in writing immediately upon receipt of the goods. Hidden defects must be reported promptly after their discovery.

7.3 In case of a warranty claim, Sunship may choose to repair the defect or provide a replacement. If these measures fail, the customer may withdraw from the contract or reduce the purchase price.

8. Liability

8.1 Sunship is only liable for damages caused intentionally or through gross negligence. In cases of slight negligence, liability is limited to breaches of essential contractual obligations.

8.2 Liability for consequential damages, such as production losses or lost profits, is excluded unless legally required.

8.3 Liability for damages arising from injury to life, body, or health and under the Product Liability Act remains unaffected.

9. Termination and Withdrawal

9.1 The customer may withdraw from the contract if Sunship fails to fulfill its contractual obligations despite being granted a reasonable grace period.



9.2 Sunship reserves the right to terminate the contract extraordinarily if the customer becomes insolvent or significantly breaches contractual obligations.

9.3 Services already provided must be paid for in the event of termination.

10. Governing Law and Jurisdiction

10.1 German law applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

10.2 The exclusive place of jurisdiction for disputes arising from the contractual relationship is Emden, Germany.

10.3 Disputes should be resolved amicably through mediation facilitated by IHK Aurich before pursuing legal action.

11. Final Provisions

11.1 Should any provision of these GTC be invalid, the validity of the remaining provisions remains unaffected.

11.2 The parties agree to replace invalid provisions with valid ones that closely reflect the intended purpose.



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