

- I. Price, terms of payment**
the prices indicated are final prices including value added tax applicable on the day of the invoice. If VAT is increased by law after publication of the price, boatCV, meio-do-atlantico, Lda. is entitled to invoice the increased VAT rate. boatCV, meio-do-atlantico, Lda. is entitled to pass on price increases in the book market due to price maintenance. The invoice shall provide the net price of the goods and the prices for additional services: Packing, consignment, 24-hours-service, insurance, VAT applicable on the day of the invoice etc. Invoices, not objected within 14 days in writing, shall be deemed accepted! In individual cases, boatCV, meio-do-atlantico, Lda. reserves the right to exclude certain terms of payment and to effect deliveries only against advance payment, COD or payment on delivery. This is to safeguard against credit risks.
- II. Sales limitations**
Goods will exclusively be sold to yacht/boat/ship owners and/or their representatives (DEQ - Delivered Ex-Quay - *mercadoria entregue no cais (utilizado em modais marítimos, fluviais e lacustres)*). boatCV, meio-do-atlantico, Lda. reserves its right to ask for valid vessel documentation or similar proof that the merchandise is intended strictly for use on board a sea going pleasure-vessel or commercially used vessel(re-exportation clause).
- III. Warranty limitations & exclusions**
In addition to any other limitations and exclusions in this warranty, boatCV is not responsible for, and a warranty does not cover: failure or defects due to accident, abuse or misuse, shipping damage, alterations, corrosion, incorrect and/or non-authorized service or improper installation (whether or not by a boatCV certified service agent) failure or defects that subsequently results from repair of used equipment, repair or replacement of consumable items including (without limitation) fuses, brushes, batteries, drive belts, radar mixer diodes, snap-in, impeller.
- IV. Sales order & Delivery**
Please note that where goods are to be transported that cannot be shipped by post (= bulk goods), we will advise you of the terms and conditions of transport before shipping the goods. boatCV, meio-do-atlantico, Lda. will not be liable for delays on SO caused by shippers (DHL, UPS, FEDEX, Sea freight etc.). boatCV, meio-do-atlantico, Lda. cannot and shall not promise a delivery deadline. The customer may not refrain from the contract because of delivery delays caused by the shipping company, harbor and/or customs formalities etc. In case the customer cannot or is not willing not wait for the goods boatCV, meio-do-atlantico, Lda. will forward the goods on behalf and cost of the customer to a forwarding address provided by the customer.
- V. Liability for Defects**
In no case shall we assume warranty that the goods ordered are suitable for the purpose envisaged by the customer or that they can be used or processed under the conditions prevailing at the customer or at its customer. Rather, it shall be a matter for the Customer to try this out prior to use or processing. We shall not be liable for faults ensuing from the documents (drawings, samples and the like) submitted by the customer. Any and all defect-related complaints must be lodged in writing. Defects in part of the goods delivered shall not entitle the customer to complain about the delivery as a whole. We shall deliver replacement goods free from faults, in so far as a notification of defects has been properly made and is justified. The customer shall, at our request and at our expense, return the goods complained about. In this case, the customer shall only be entitled to delivery of a replacement upon receipt of the return consignment at our premises. In lieu of delivery of replacement goods, we may alternatively choose rectification of the defective goods, cancellation of the contract in respect of the defective goods or reduction of the purchase price. The customer may set us in writing a ten-day period for exercising this right to choose, which shall begin to run no earlier than upon arrival of the defective goods at our premises. If we do not exercise our right to choose within this period, this right shall pass to the customer.
- VI. Reservation of Title**
The goods delivered by us shall remain our property until full settlement of all our receivables arising from the business relationship with the customer, even in so far as our receivables have been included in a running account. If boatCV, meio-do-atlantico, Lda. exchanges a product under warranty, the parties agree already today that ownership of such exchanged goods shall pass back to boatCV, meio-do-atlantico, Lda. or to the Customer when either the Customer returns the goods to boatCV, meio-do-atlantico, Lda. or when the Customer receives the exchanged goods from boatCV.
- VII. Place of Performance - Place of Jurisdiction - Applicable Law**
The place of performance for delivery is the respective place of dispatch of the goods. The place of performance for payment is Mindelo. The exclusive place of jurisdiction for all disputes concerning or arising from the contract, including proceedings relating to a bill of exchange or cheque, is Mindelo, Cabo Verde. However, we shall have the right to also bring an action against the customer at any other place of jurisdiction applicable to him. If individual stipulations in these Terms and Conditions of Business are or become ineffective, for whatever reason, the validity of the other stipulations shall remain unaffected by this.