

# Flownative

## General Terms and Conditions

### 0. Welcome

Thank you for taking the time to look at our General Terms and Conditions.

Our biggest interest is to have satisfied customers and work with them professionally, on an equal footing, all while having fun. Professional cooperation also means to agree on common rules. The most important of which we have summarized in these terms and conditions.

We have tried to formulate them as understandable as possible and to provide a fair framework for our joint projects with them. For these terms to be legally effective, we can not avoid some typical legal formulations. Not all points may be relevant to your particular case, but we recommend that you read at least these terms and conditions and the "Special Conditions" for the service used by you.

We provide this English translation for your convenience. However, please note that only the German original version is legally binding.

If something is unclear or you have questions about our Terms and Conditions, please contact us. We look forward to your feedback and working on exciting projects with you!

*Christian, Karsten and Robert*

### 1. General

- a) These terms and conditions (T & C) apply to all contracts between the Flownative GmbH, Arnimstraße 19c, 23566 Lübeck (hereinafter "Flownative", "we" or "us") and its customers (hereinafter "Customer" or "you").
- b) In addition the complementary conditions to the offers "Flownative Lifequard", "Flownative Dockyard" and "Flownative Beach" apply.
- c) The services we offer are addressed to entrepreneurs within the meaning of § 14 BGB. These are natural or legal persons or partnerships with legal personality, acting in the exercise of their commercial or independent professional activity when concluding a legal transaction. All prices and fees are stated in net amounts excluding VAT.
- d) Terms and Conditions Conditions that are used by the customer and which are deviating from ours, we expressly do not accept (subject to an express written agreement.)
- e) We reserve the right to change these terms at reasonable notice. In this case we immediately notify our customers via email. If the customer

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<b>VAT-ID</b>	DE298887583
<b>Bank</b>	Sparkasse zu Lübeck
<b>IBAN</b>	DE25 2305 0101 0160 2426 99
<b>SWIFT-BIC</b>	NOLADE21SPL
<b>Directors</b>	Karsten Dambekalns Robert Lemke Christian Müller
<b>Trade Register</b>	HRB 14671 HL
<b>Date</b>	1. July 2022

does not object within the period specified in the notice of change, its approval of the amendment shall be deemed granted.

## **2. Confidentiality**

- a) All of the information exchanged between the parties are to be kept confidential. Confidential information to that effect - regardless of the medium in which they are included - are particular products, manufacturing processes, know-how, trade secrets, business relationships, business strategies, business plans, financial planning, and personnel matters.
- b) Confidential information will be
  - treated confidentially and with the diligence required for this;
  - used only for the intended purpose of the contract and
  - only reproduced to the extent required by and as is compatible with the purpose of the contract.
- c) Flownative is entitled to disclosure of confidential information to the extent it is required to do so by law or official order and if the customer has been informed in writing of the intended transfer. Flownative will take reasonable measures according to the provisions of law to limit the scope of the disclosure as much as possible.
- d) Flownative will make confidential information available to their employees or consultants only to the extent as is necessary for the purpose of the contract.
- e) The confidentiality obligation applies indefinitely beyond the duration of this contract.

## **3. Liability and Indemnification**

- a) The liability of Flownative for all damages will be limited as follows: In a minor breach of an essential contractual obligation ("cardinal obligation") Flownative is liable to an amount limited to the foreseeable damages typical for the contract, when concluding the contract. Cardinal obligations are those obligations whose fulfilment allows the proper execution of the contract in the first place and on whose observance a party regularly may rely on. This limitation shall not apply in cases of gross negligence or wilful actions and in the case of mandatory statutory liability, in particular the assumption of a guarantee or culpable injury to life, limb or health. The foregoing liability provision shall also apply to the liability of Flownative for their agents and legal representatives.
- b) If the customer authorises Flownative under an order on his behalf to issue declarations to a third party, the customer exempts Flownative from any liability. Flownative undertakes to submit declarations to third

parties to the best of their knowledge and belief in accordance with the specifications of the customer.

- c) The customer assures that all data provided by him (in particular, names, signs, desired domains, images, graphics, etc.) are free of rights of third parties. The customer exempts Flownative from any third party claims that may be asserted against Flownative due to violations of these Terms. All other claims are reserved.

#### **4. Final provisions**

- a) The contracts between Flownative and customer are subject to the substantive law of the Federal Republic of Germany, excluding the CISG. If the customer is a merchant, or has no general jurisdiction in Germany, the parties agree on Lübeck as the place of jurisdiction for all disputes.
- b) If any part of these Terms is declared unenforceable or invalid, the remainder will continue to be valid and enforceable. The same applies for incompleteness.