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GENERAL TERMS AND CONDITIONS (GTC)

SAILIFY Yachthandel GmbH | Version: 3 November 2026

Convenience translation. This English version is provided for information only. The legally binding version is the German version („Allgemeine Geschäftsbedingungen"); in case of discrepancies, the German version prevails.

Section 1 Scope and Definitions

(1) These General Terms and Conditions ("GTC") apply to all offers, deliveries and services of **SAILIFY Yachthandel GmbH**, company register no. FN 670635 d (Regional Court of Klagenfurt), VAT ID ATU82963027, Aussichtspromenade 6, 9220 Velden am Wörther See, Austria ("SAILIFY"), in particular to:

a) the sale of new boats and yachts including equipment ("New Boats");

b) the sale of accessories, spare parts and equipment ("Accessories");

c) services such as transport, craning, launching, familiarisation, trainings, deliveries on own keel and other services ("Services"); and

d) the brokerage of boats owned by third parties ("Brokerage", Section 13).

(2) "Consumer" means any customer for whom the transaction is not part of the operation of their business (Section 1 of the Austrian Consumer Protection Act, KSchG); "Entrepreneur" means any other customer. Provisions applying only to Consumers or only to Entrepreneurs are marked accordingly. Mandatory provisions in favour of Consumers, in particular under the KSchG, the Austrian Consumer Warranty Act (VGG) and the Austrian Distance and Off-Premises Contracts Act (FAGG), remain unaffected in all cases; in case of doubt, the statutory rule more favourable to the Consumer applies.

(3) Deviating, conflicting or supplementary terms and conditions of the customer do not become part of the contract unless SAILIFY expressly agrees to their application in writing.

(4) The version of these GTC in force at the time of conclusion of the contract applies. Vis-a-vis Entrepreneurs, these GTC also apply to all future transactions without any need for renewed reference.

(5) Individual agreements, in particular a written purchase agreement including its annexes, take precedence over these GTC.

Section 2 Offers and Conclusion of Contract

(1) Offers made by SAILIFY are subject to change and non-binding unless expressly designated as binding.

(2) Information in brochures, catalogues, price lists and advertising material of the manufacturer or of SAILIFY (such as dimensions, weights, displacement, sail areas, images and renderings) only becomes a contractually agreed characteristic if expressly made part of the contract; customary manufacturer and industry tolerances remain reserved. The statutory rules on public statements vis-a-vis Consumers (Section 5 VGG) remain unaffected.

(3) The contract is concluded upon signing of a purchase agreement by both parties, upon written order confirmation by SAILIFY, or upon performance by mutual consent.

(4) The order of a New Boat with the manufacturer or shipyard ("factory order") is only placed after receipt of the agreed down payment (Section 4).

(5) Minor technical changes by the manufacturer in design, materials and workmanship remain reserved, provided they are reasonable for the customer, do not impair value or fitness for use, and essentially conform to the agreed specification.

Section 3 Prices

(1) All prices are in euros. Prices quoted to Consumers are total prices including statutory VAT; prices quoted to Entrepreneurs are net prices plus VAT.

(2) Unless otherwise agreed, prices for New Boats apply ex agreed place of handover. The purchase price does not include, in particular, transport, craning, launching, mast stepping and rigging work, antifouling, licensing or registration, insurance and official fees; such services are only provided and invoiced on the basis of a separate order.

(3) If, after conclusion of the contract, the manufacturer's factory prices, material, energy or transport costs, exchange rates, customs duties or other public charges that are reflected in the price change, SAILIFY is entitled and obliged to adjust the price accordingly, both upwards and downwards. Vis-a-vis Consumers this only applies if handover is scheduled for later than two months after conclusion of the contract; any adjustment is made exclusively on the basis of the aforementioned circumstances, which are beyond SAILIFY's control.

(4) If the total price increases by more than 5 % pursuant to para 3, the customer may withdraw from the contract within 14 days of receipt of the notice of the price increase; any payments already made will be refunded without delay.

Section 4 Payment

(1) Unless otherwise agreed in the purchase agreement, the following payment schedule applies to New Boats: 20 % of the total purchase price within 7 days of conclusion of the contract and invoicing (down payment); the remaining 80 % of the total purchase price is payable one month before completion of the boat. Unless otherwise agreed, Accessories and Services are due for payment upon delivery or performance.

(2) Payments must be made free of charges and deductions to the account of SAILIFY stated in the invoice. Receipt of payment is decisive.

(3) In case of default of payment, statutory default interest applies (4 % per year for Consumers; 9.2 percentage points above the base rate for Entrepreneurs, Section 456 of the Austrian Commercial Code, UGB), plus reimbursement of the necessary and appropriate reminder and collection costs to the extent they are proportionate to the claim pursued.

(4) As long as due payments are outstanding, SAILIFY is not obliged to hand over; agreed delivery and handover dates are postponed accordingly.

(5) The customer may only set off counterclaims that have been established by a court or acknowledged by SAILIFY. Consumers may in addition set off counterclaims that are legally connected with SAILIFY's claim, and in the event of SAILIFY's insolvency.

Section 5 Delivery and Delivery Dates

(1) Delivery and handover dates for New Boats are estimated dates and non-binding unless expressly designated as binding in writing. They depend in particular on production and delivery by the manufacturer or shipyard and on transport.

(2) SAILIFY will inform the customer without delay of any foreseeable material delays.

(3) If a date is exceeded, the customer may set SAILIFY a reasonable grace period in writing (for New Boats, as a rule four weeks) and, upon its fruitless expiry, withdraw from the contract. If the customer is an Entrepreneur, the grace period must be at least four weeks. Payments already made will be refunded without delay in the event of withdrawal. Further statutory rights of the customer in case of default remain unaffected.

(4) Events of force majeure and other impediments unforeseeable at the time of conclusion of the contract and not attributable to SAILIFY (e.g. natural disasters, war, official measures, epidemics, strikes, operational disruptions or supply failures at the manufacturer, suppliers or carriers) extend the delivery period by the duration of the impediment plus a reasonable restart period. If the impediment lasts longer than three months, both parties are entitled to withdraw from the contract with respect to the part not yet performed; payments made for services not rendered will be refunded.

(5) Reasonable partial deliveries (e.g. of Accessories) are permitted.

Section 6 Handover, Default of Acceptance, Passing of Risk

(1) Handover takes place at the agreed place of handover or, in the absence of an agreement, at SAILIFY's registered office in 9220 Velden am Wörther See. A handover protocol will be drawn up.

(2) The customer must take over the purchased item within 14 days of notification of readiness for handover and full payment, but no earlier than the agreed delivery date or delivery period, unless another date is agreed.

(3) If the customer is in default of acceptance, the risk of accidental loss and accidental deterioration as well as the necessary and evidenced costs of safekeeping (in particular storage, berth and insurance costs) pass to the customer as of that time.

(4) If the goods are dispatched or delivered at the customer's request, in the case of Consumers the risk only passes upon delivery to the Consumer or a third party designated by the Consumer. If the Consumer

has commissioned the carrier themselves without SAILIFY having proposed that carrier, the risk passes upon handover to the carrier (Section 7b KSchG). Vis-a-vis Entrepreneurs, the risk passes upon handover to the carrier.

(5) In all other respects, the risk passes upon handover to the customer.

Section 7 Retention of Title

(1) The purchased item remains the property of SAILIFY until full payment of the purchase price including ancillary claims under the respective contract (retention of title).

(2) Until full transfer of ownership, the customer may not sell, pledge or transfer the purchased item by way of security. If the purchased item has already been handed over to the customer, the customer must keep it with due care and insure it adequately at their own expense (for boats, in any case liability and hull insurance).

(3) The customer must notify SAILIFY without delay of any third-party access to the goods subject to retention of title, in particular seizures.

(4) Registration or flagging of the boat before full transfer of ownership requires SAILIFY's prior consent.

Section 8 Warranty (Statutory Conformity Rights)

(1) The statutory warranty law applies. For Consumers, warranty for the purchase of goods is governed by the Austrian Consumer Warranty Act (VGG) and the Austrian Civil Code (ABGB): the warranty period is two years from handover. A defect that becomes apparent within one year of handover is presumed to have existed at handover, unless proven otherwise (Section 11 VGG). Warranty claims become time-barred three months after expiry of the warranty period.

(2) The warranty remedies follow the law: first repair or replacement; if these are impossible or involve disproportionate effort for SAILIFY or are not carried out within a reasonable period, price reduction or, except in the case of merely minor defects, termination of the contract.

(3) If the customer is an Entrepreneur, the following applies instead: the warranty period is one year from handover. The customer must inspect the goods without delay after handover, at the latest within eight days, and give written and specific notice of any apparent defects, failing which warranty claims, damages claims and claims based on error regarding the defect are excluded; hidden defects must likewise be notified without delay after discovery (Section 377 UGB). The presumption of Section 924 ABGB is excluded; the Entrepreneur must prove that the defect already existed at handover.

(4) No defect exists in particular where impairments are attributable to: normal wear and tear (e.g. antifouling, sacrificial anodes, wear of sails, ropes and batteries), improper operation or overloading, omitted or improper maintenance contrary to the manufacturer's specifications, unauthorised modifications or repairs by third parties, or external influences after the passing of risk (e.g. weather, grounding, accident or collision damage). The statutory rights of Consumers remain unaffected.

(5) If the goods contain digital elements (e.g. navigation and on-board electronics with software), the statutory update obligations vis-a-vis Consumers (Section 7 VGG) remain unaffected.

(6) Remedy of defects takes place, at SAILIFY's option, at the place of handover, at SAILIFY's registered office or at an authorised service partner. If the customer is a Consumer, the customer must make the goods available to SAILIFY; the costs necessary to bring the goods into conformity (in particular transport, craning, labour and material costs) are borne by SAILIFY in accordance with the VGG. If the customer is an Entrepreneur, the customer must bring the boat to SAILIFY's registered office or to a service partner named by SAILIFY at the customer's own cost and risk; transport, craning and travel costs are in that case borne by the Entrepreneur.

Section 9 Manufacturer's Guarantee

(1) New Boats and many items of equipment are covered by guarantees of the respective manufacturers (e.g. the BENETEAU shipyard guarantee) in accordance with the respective guarantee conditions, which are handed over or made available to the customer at handover at the latest.

(2) A guarantee is a voluntary service of the respective guarantor. It does not limit the statutory warranty: warranty rights against SAILIFY exist independently of the guarantee and can be exercised free of charge (Section 9b KSchG).

(3) SAILIFY supports the customer in handling guarantee cases vis-a-vis the manufacturer.

Section 10 Liability

(1) SAILIFY is liable without limitation for intent and gross negligence as well as for personal injury.

(2) Liability for damage caused by slight negligence is excluded; this does not apply to personal injury.

(3) Vis-a-vis Entrepreneurs, liability for loss of profit, indirect damage and consequential damage is excluded; damages claims of Entrepreneurs must be asserted in court within six months of knowledge of the damage and the damaging party, failing which they are forfeited.

(4) Claims under the Austrian Product Liability Act remain unaffected.

(5) For boats, items and documents entrusted to SAILIFY by the customer for processing or safekeeping (e.g. for service, craning or Brokerage), SAILIFY is liable in accordance with paras 1 to 4; however, the exclusion under para 2 does not apply to damage to the entrusted item itself where its processing or safekeeping is the subject of the commissioned service.

Section 11 Cancellation; Withdrawal by SAILIFY

(1) If the customer withdraws from the contract without having a statutory or contractual right of withdrawal, or if the contract is terminated by mutual consent at the customer's request, SAILIFY may charge a lump-sum cancellation fee of **15 % of the gross purchase price** or gross remuneration. The customer is free to prove that SAILIFY suffered no loss or a substantially lower loss; the judicial right of mitigation (Section 1336 para 2 ABGB, Section 7 KSchG) remains unaffected. Vis-a-vis Entrepreneurs, SAILIFY reserves the right to claim proven higher damages.

(2) SAILIFY may withdraw from the contract if:

a) the customer is in default with the down payment or any further payment despite a written grace period of at least 14 days;

b) the customer breaches material contractual obligations despite a request and a reasonable grace period; or

c) after conclusion of the contract a material deterioration of the customer's financial situation becomes objectively apparent (e.g. enforcement proceedings) and the customer, despite a request, neither performs concurrently nor provides adequate security; the provisions of the Austrian Insolvency Code remain unaffected.

(3) In the event of withdrawal pursuant to para 2 for reasons attributable to the customer, para 1 applies mutatis mutandis.

(4) SAILIFY is entitled to refuse performance and to withdraw from the contract to the extent that performance is precluded by embargoes, sanctions or export control rules of the European Union, the United Nations or Austria, in particular if the customer or its beneficial owner is listed on a relevant sanctions list. Upon request, the customer will provide SAILIFY with the information and evidence required for export and end-use. The customer has no damages claims in this case; payments already made for services not rendered will be refunded unless mandatory sanctions rules preclude this.

Section 12 Consumers' Right of Withdrawal under the FAGG

(1) If a Consumer concludes the contract by means of distance communication (e.g. by e-mail, telephone or via the website) or away from SAILIFY's business premises, the Consumer has a statutory right of withdrawal of 14 days under the FAGG, unless a statutory exception (para 3) applies. For purchase contracts, the period begins on the day on which the Consumer or a third party designated by the Consumer (other than the carrier) takes possession of the goods; for service contracts, on the day of conclusion of the contract.

(2) No reasons need to be given and no specific form is required for the withdrawal; the Consumer may use the model withdrawal form (Annex). Dispatch of the withdrawal notice within the period suffices. Withdrawal notices should be addressed to: SAILIFY Yachthandel GmbH, Aussichtspromenade 6, 9220 Velden am Wörther See, Austria, e-mail: yachting@sailify.at.

(3) There is no right of withdrawal, in particular:

a) for goods made to the customer's specifications or clearly tailored to personal needs (Section 18 para 1 no 3 FAGG). For New Boats this is the case in particular where the boat is built according to the customer's individual specification going beyond the mere selection of standard options (e.g. special versions of hull, keel, rig, colours or layout ex works). Whether goods are made to the customer's specifications must be assessed in each individual case; this exception does not apply to boats in stock;

b) for services relating to leisure activities where a specific date or period is agreed for performance (Section 18 para 1 no 10 FAGG), e.g. trainings, familiarisations and deliveries with a fixed date.

(4) If the Consumer validly withdraws, SAILIFY will refund all payments received, including standard delivery costs, within 14 days of receipt of the withdrawal notice, using the same means of payment. SAILIFY may withhold the refund until the goods have been returned or proof of their return shipment has been provided; this does not apply if SAILIFY has offered to collect the goods itself. The Consumer must return the goods within 14 days and bears the direct costs of the return. Boats and bulky goods cannot be

returned by normal post; the return or collection costs are borne by the Consumer and are estimated, depending on boat size and distance, at approximately 500 to 5,000 euros. If, in the case of an off-premises contract, the goods were delivered to the Consumer's home at the time of conclusion of the contract and cannot be returned by normal post due to their nature, SAILIFY will collect the goods at its own expense (Section 15 para 2 FAGG).

(5) The Consumer must compensate SAILIFY for any diminution in the market value of the goods if this loss of value results from handling of the goods that was not necessary to establish their nature, characteristics and functioning (for boats, e.g. launching and use).

(6) If, in the case of services, the Consumer expressly requested that SAILIFY start performance before expiry of the withdrawal period and then withdraws, the Consumer must pay SAILIFY an amount proportionate to the services already provided (Section 16 FAGG). The right of withdrawal lapses once the service has been performed in full, if performance only began after the Consumer's express request and confirmation of their knowledge of the loss of the right of withdrawal.

Section 13 Brokerage of Third-Party Boats

(1) Where SAILIFY acts as broker, SAILIFY arranges the conclusion of a purchase agreement between the owner or seller and the prospective buyer. The brokered purchase agreement is concluded exclusively between those parties; SAILIFY does not become a party to it. The brokerage relationship is governed by the Austrian Brokers Act (MaklerG).

(2) In line with established practice in the used boat trade, SAILIFY may also act for both sides (dual agency); express notice of this is hereby given (Section 5 MaklerG).

(3) Information on brokered boats (e.g. condition, year of build, equipment, engine hours) is based on information and documents provided by the owner or third parties. SAILIFY passes on this information with the diligence of a prudent businessperson; SAILIFY's statutory duties as broker (in particular Sections 3 and 5 MaklerG) and its liability under Section 10 of these GTC remain unaffected.

(4) Prospective buyers are recommended to view the boat, arrange a trial sail and, where appropriate, involve an independent surveyor.

(5) The commission is governed by the respective brokerage agreement. The commission claim arises upon conclusion of the brokered transaction brought about by SAILIFY's efforts (Sections 6 and 7 MaklerG), unless otherwise agreed in writing.

Section 14 Services; Trainings and Events

(1) The content and scope of Services (e.g. transport, craning, launching, mast stepping and unstepping, familiarisation, skipper, training and maintenance services) result from the respective order or service description.

(2) Dates for weather-dependent Services (in particular trainings, familiarisations and deliveries) may be postponed for safety reasons (e.g. weather, water level, technical safety); SAILIFY will endeavour to offer prompt alternative dates. Decisions on performance, changes or abandonment rest with the responsible skipper.

(3) The customer must ensure the cooperation required for performance (e.g. access to the boat, complete documents, operationally safe equipment, required licences and permits).

(4) Unless otherwise agreed, the following applies to trainings and events with a fixed date: free cancellation up to 14 days before the date; cancellation thereafter up to 48 hours before the date, 50 % of the fee; later cancellation or no-show, 100 % of the fee. Expenses saved by SAILIFY will be credited; nomination of a suitable substitute participant is permitted. The judicial right of mitigation remains unaffected.

(5) Where Services are performed on or with the customer's boat, the customer must ensure valid and adequate insurance cover for their boat; Section 10 remains unaffected.

Section 15 Trade-In

Any trade-in of used boats requires a separate written agreement, in particular regarding condition, valuation, handover and crediting against the purchase price.

Section 16 Data Protection

SAILIFY processes the customer's personal data for the performance of the contract, for compliance with legal obligations and for the protection of legitimate interests, in accordance with the GDPR and the Austrian Data Protection Act (DSG). Further information, in particular on purposes, legal bases, recipients, storage periods and data subject rights, is provided in the privacy policy at www.sailify.at.

Section 17 Consumer Dispute Resolution

(1) SAILIFY is not obliged to participate in proceedings before a consumer arbitration board under the Austrian Alternative Dispute Resolution Act (AStG) and, as a rule, does not participate in such proceedings; voluntary participation in individual cases remains reserved. The competent board would be: Schlichtung für Verbrauchergeschäfte, Mariahilfer Straße 103/1/18, 1060 Vienna, Austria, www.verbraucherschlichtung.at.

(2) Complaints may be addressed directly to SAILIFY at any time (e-mail: yachting@sailify.at); SAILIFY will endeavour to reach an amicable solution.

Section 18 Applicable Law, Jurisdiction, Final Provisions

(1) Austrian law applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict-of-law rules of private international law. If the Consumer has their habitual residence in another state, the mandatory protective provisions of that state remain available to the Consumer (Art 6 para 2 Rome I Regulation).

(2) For actions against Consumers, the statutory places of jurisdiction apply (Section 14 KSchG). If the customer is an Entrepreneur, the exclusive jurisdiction of the court with subject-matter jurisdiction in Klagenfurt am Wörthersee is agreed; the place of performance in that case is 9220 Velden am Wörther See.

(3) Amendments and supplements to contracts must be made in writing; this also applies to any waiver of this written form requirement. Vis-a-vis Consumers, the validity of informal declarations made by SAILIFY and its representatives remains unaffected (Section 10 para 3 KSchG).

(4) Should individual provisions of these GTC be or become invalid in whole or in part, this does not affect the validity of the remaining provisions. Vis-a-vis Entrepreneurs, the invalid provision is deemed replaced by a valid provision that comes closest to the economic purpose of the invalid one.

(5) The contract language is German. Translations of these GTC are for information only; in case of discrepancies, the German version prevails.

Annex: Model Withdrawal Form

If you are a Consumer and wish to withdraw from a contract concluded at a distance or off-premises, and no exception under Section 18 FAGG applies, you may complete and return this form:

To: SAILIFY Yachthandel GmbH, Aussichtspromenade 6, 9220 Velden am Wörther See, Austria, e-mail: yachting@sailify.at

I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*) / for the provision of the following service (*):

_____

Ordered on (*) / received on (*): _____

Name of consumer(s): _____

Address of consumer(s): _____

Signature of consumer(s) (only if this form is notified on paper): _____

Date: _____

(*) Delete as appropriate.

Note: There is no right of withdrawal for New Boats made to your specifications, or for leisure services with a fixed date (Section 18 para 1 nos 3 and 10 FAGG, see Section 12 of these GTC); whether goods are made to the customer's specifications must be assessed in each individual case.