

**NAUTIMA® General Terms and Conditions of Liability Insurance for Pleasure Craft (2008)**  
 – Germany –

NAUTIMA® AVB Liability Insurance '08 (As of: 01/01/2008)  
 NA\_077\_0108

The insurance conditions are subject to German law. The German wording alone is binding.

§ 1 Object insured

- 1 This insurance policy covers settlement of justified and protection against unjustified compensation claims made against the policyholder or co-insured persons on the basis of liability requirements under civil law, where, resulting from private use of the vessel described in the contract during the period of validity of this contract
  - a) persons are injured or killed (personal injury);
  - b) property is damaged, lost or destroyed (damage to property);
  - c) financial losses, entirely independent of personal injury or damage to property, are caused (genuine financial losses).
- 2 'Private use' means that the vessel is used for pleasure, including sporting pleasure, and not for any commercial purposes. If the vessel is chartered, whether with or without crew (charter risk), it is no longer insured from the time it is handed over to the charterer; a separate contract is required if charter risk is to be included in the policy.
- 3 Within the scope of private use the following activities are insured:
  - a) Unremunerated towing of water-skiers and unremunerated towing of kite-surfers;
  - b) The use of a tender (including inflatable boats but not jet-skis or similar sporting equipment) and a life raft belonging to the vessel covered by the insurance policy, even when these are used independently of the main vessel, with or without a motor;
  - c) The use of a trailer with the vessel listed in the policy, provided the applicable road traffic regulations do not require this to be separately insured and no additional coverage exists.
- 4 The following parties are covered by the insurance policy:
  - a) The authorized skipper of the vessel (either the policyholder himself or the person entrusted by the policyholder or the owner of the vessel to pilot the vessel);
  - b) Any persons whom the authorized skipper entrusts to operate the vessel under his/her supervision;
  - c) Any water-skier or kite-surfer being towed by the vessel while engaged in one of the activities covered under No. 3 a), provided no other insurance coverage exists;
  - d) Authorized occupants (passengers) other than those covered by a) and b), provided no other insurance coverage exists;
  - e) The owner who is not the policyholder.

§ 2 Supplementary insurance coverage for use of a chartered vessel (skippers' liability insurance)

- 1 If the policyholder, as a natural person, charters or rents out a vessel, and if the vessel is operated by himself or his spouse who is authorized to do so, the insurance policy will be extended to cover - for no longer than a total of 6 weeks per calendar year - the settlement of justified and protection against unjustified compensation claims as described in § 1 made against the policyholder or his spouse as authorized skipper, or against those persons defined under § 1 No. 4 b, c and d, resulting from use of the chartered or rented vessel. The activities mentioned in § 1 No. 3 are also insured.
  - 2 Notwithstanding § 6 No. 6 the following provision applies for damage to the chartered or rented vessel: If a hull insurance policy covering damage, destruction and loss has been taken out for this vessel, then claims for damage to the vessel caused by gross negligence that are not covered by the hull insurance policy or due to which the hull insurer would normally claim against a policyholder as per No. 1 by way of recourse following a legally mandated claim transfer are also covered. Damage caused by basic negligence and malicious intent are excluded.<sup>7)</sup>
- \*) Note: The policyholder is advised when making the charter or rental agreement to ensure that basic negligence without recourse is covered by the hull insurance policy (usually taken out by the owner himself and including charter risk) of the chartered vessel, if necessary involving a separate agreement and/or an excess payment.

- 3 However, insurance coverage pursuant to Nos. 1 and 2 is nevertheless provided in the event of damage
  - a) for which compensation may be sought from a different liability insurance policy, particularly any policy taken out for the chartered or rented vessel,
  - b) for which the policyholder of this vessel has no recourse against the policyholder responsible for the damage as per No. 1 in the event of gross negligence.

§ 3 Territorial jurisdiction

- 1 This insurance policy applies worldwide.
- 2 For voyages to countries that legally require proof of liability insurance on entry, the insurer will provide the necessary proof of insurance on demand. If higher insured sums than those agreed are required, then the insured sums can be raised, though this may involve a higher premium.

§ 4 Insured event; extent of insurance coverage

- 1 The insured event for the purposes of this policy is any event that could result in a claim for damages against the policyholder or a co-policyholder. Several different damages occurring within the same time period and due to the same cause are regarded as a single damage event.
- 2 The insurer is authorized, within the scope of his duties, to settle on behalf of the policyholder any personal liability claims against him or any co-insured persons and/or to submit any declarations required to that end.
- 3 The agreed insured sums represent the highest possible payment for any claim. Unless otherwise stipulated in No. 4, the insurer's expenses will not be counted as insurance benefits and deducted from the insured sum. Expenses of this nature include legal and court fees, including expenses related to expert witnesses, expenses related to avoidance or reduction of damage at the time of or subsequent to the insured event, as well costs relating to ascertainment of damage, including travel expenses, provided these damage ascertainment costs are not generated by the insurer himself. If the claim for damages exceeds the insured sums the insurer is only required to bear litigation costs in the ratio of the insured sum to the total damages. The insurer is entitled, by depositing the insured sum and the proportionate share of litigation costs as security, to exempt himself from any further payments.
- 4 If the insured event takes place outside the European Union or if a claim is made in relation to an event - regardless of whether it took place within or outside the European Union - in a non-European-Union state, then the insurer's costs will, notwithstanding No. 3, count as part of the sum insured even in the event that these expenses arose due to instructions issued by the insurer.
- 5 If the insurer is required to make pension payments to the injured party, and if the capitalized value of the pension exceeds the sum insured after all other insurance payments related to the insured event have been deducted, then the insurer will only make pension payments in proportion to the original insured sum or what remains after deductions. The capitalized value of the pension will be determined pursuant to No. 6. In determining the proportion of the ongoing pension payments which the policyholder is required to contribute in the event that the capitalized value of the pension exceeds the sum insured after all other insurance payments related to the insured event have been deducted, all other insurance benefits will be deducted in full from the insured sum.

- 6 The amount of the pension is calculated based on the mortality table DAV 1997 HUR Männer und Frauen developed by the German Actuaries Association (Deutsche Aktuarvereinigung e. V.) and taking into consideration the actuarial interest rate that reflects actual capital market interest rates in Germany. This involves taking as a base value the arithmetical mean value of running yields in state enterprises as published by the German Central Bank (Bundesbank). Subsequent increases or reductions in the pension will be determined on the above-mentioned actuarial basis at the time when the initial pension payments begin with the current value of a deferred pension. In calculating orphan's allowance the 18th year has been agreed as the earliest age at which to cease payments. In determining pensions for injured parties, the agreed cut-off time for employed persons is the end of the 65th year, provided that a judgement, settlement or other provision by a court does not stipulate otherwise or that the circumstances underlying this agreement change.
- 7 If the policyholder is required by law to provide security for a pension arising from the insured event or if he is permitted to avoid the enforcement of a court judgement by providing a security deposit, then the insurer is responsible for providing that security deposit in his absence. In all other cases, and particularly in the event of temporary confiscation of the vessel, provision of a security bond is solely the responsibility of the policyholder.
- 8 All payments by the insurer will be in euros. If the country where the payment takes place is not a member of the European Monetary Union, the insurers responsibilities will be deemed to be fulfilled at the moment when the amount in euros is transferred to a financial institution situated within the European Monetary Union.
- 9 If, as a result of the policyholder's behaviour, the liability claim fails to be acknowledged, fulfilled or settled, the insurer is not liable to the policyholder for additional damages that ensue in terms of the principal issue, interest and expenses from the moment the policyholder refuses the available offer, provided the policyholder has been made aware of this by the insurer.

#### § 5 Increased insured sums for extraordinary occurrences

If the agreed insured sums total than 5 million euros, these may be increased by up to 100%, though not above 5 million euros, for each insured event in which more than 5 persons are injured or killed, that involved fire or explosion or that resulted in water pollution as defined in § 8. This however does not apply in the event that the insured sums were reduced pursuant to § 7 No. 2.

#### § 6 Exclusions

The following are excluded from insurance coverage:

- 1 Claims by any persons that deliberately caused the damage;
- 2 Liability claims arising from events that occur while the vessel
  - a) is being operated by an unauthorized person; this however does not apply in relation to the policyholder or the owner if they were not culpable in allowing the vessel to be operated by unauthorized persons;
  - b) is being operated by an authorized person who is not in possession of the necessary official permit to operate the vessel; this however does not apply in relation to the policyholder or the owner if they could reasonably have expected that the operator possessed the necessary skipper's license;

The same applies in relation to co-insured tenders in the event of damages arising while the tender is operated by an unauthorized person or a person without a permit;
- 3 Liability claims that for contractual reasons or due to special consent exceed the scope of legal liability;
- 4 Liability claims by the policyholder owner against co-insured persons due to material or financial loss;
- 5 Liability claims by co-insured persons against the policyholder or against other co-insured persons due to material or financial loss, with the exception of damage to objects which they normally carry with them as personal effects with the knowledge and permission of the policyholder or the authorized skipper, and provided the damage exceeds 300 euros per lost or damaged object. Personal effects are items that are required to engage in water sports, for example boat linen, clothing, oilskins, cushions, blankets, binoculars, compasses, measuring instruments and other nautical devices that are not permanently attached to the vessel. The following do not qualify as personal effects: photographic and film equipment, television sets and video equipment and any other electronic entertainment devices as well as accessories thereto; diving and water-skiing equipment; angling equipment and accessories; musical instruments, money and valuables (e.g., furs, jewellery, paintings, antiques), food and beverages and wind-surfing equipment
- 6 Liability claims for damage, destruction or loss of the vessel that is the object of this insurance policy (including tender, life raft and trailer), unless otherwise stipulated in § 2 No. 2 for a chartered or rented vessel.
- 7 Liability claims due to use of other vehicles or vessels of any kind (including land and air transport vehicles and trailers), even if these are used in connection with the insured vessel as described in § 1 or § 2, unless otherwise stipulated in § 1 No. 3 c) for co-insured use of a trailer that does not require separate insurance coverage;
- 8 Liability claims arising from participation in boat races or regattas;
- 9 Liability claims due to damages
  - a) arising from incorrect handling of flammable or explosive substances;
  - b) that are directly or indirectly associated with high-energy ionizing radiation (e.g., from radioactive substances, emitted alpha, beta and gamma

rays and neutrons or radiation generated by a particle accelerator) as well as laser and maser rays;

- c) caused by the influence of electrical, magnetic and/or electromagnetic fields or waves;
  - d) caused by asbestos, substances and products containing asbestos, fibre-glass, mineral fibres and dust containing these substances;
  - e) caused by the gradual effect of temperature, by gases, vapours or dampness, by deposition (smoke, soot, dust and suchlike), or due to waste water, sponge infestation or flooding by standing or flowing water;
  - f) directly or indirectly caused by societal conflict, internal disturbances, war (including civil war and warlike events), the presence or use of instruments of war, terrorist or political violence, strike, lockout, labour disputes, orders of higher authorities, earth- or seaquakes;
  - g) due to environmental influences and any other resulting damages, unless otherwise stipulated in § 8;
  - h) that are due to non-compliance with delivery or conveyance deadlines.
- 10 Liability claims for damage to objects belonging to third parties and any financial losses arising therefrom if the policyholder rented, leased or borrowed these objects, if he acquired them without permission or if they are the subject of a special custody agreement, unless otherwise stipulated in § 2 or in § 9.
- 11 Claims aimed at eliciting compensation of a punitive nature, especially punitive damages or exemplary damages.

#### § 7 Restrictions on insurance coverage where skipper is unfit to operate vessel

- 1 The insurer is freed of any obligation to pay compensation if the skipper of the vessel or a co-insured tender was unfit to operate the vessel due to consumption of alcoholic drinks or other intoxicating substances. This does not apply in relation to the policyholder and the owner if a third party was operating the vessel and if they neither acquiesced to nor culpably allowed the unfit skipper to operate the vessel.
- 2 If the insurer is not liable pursuant to No. 1, that freedom from obligation to compensate the policyholder and affected co-insured persons is limited to the sum of 30,000 euros per person. In this case, however, the sums insured as contained in the insurance policy are reduced by 50% or to the legally defined minimum insured sums, if such exist.
- 3 If, in the event of reduced liability pursuant to No. 2, the insurer judges the third party liability claim to be valid, he can settle the claim with the third party from the insurance policy to the same amount stipulated in exchange for the third party relinquishing his claim. The insurer may then subrogate the policyholder or affected co-insured persons.

#### § 8 Water pollution

- 1 Included in the insurance coverage, and not excluded pursuant to § 6 No. 9 g), provided no other exclusion or restriction criteria pursuant to Paragraphs 6 or 7 apply, is the legal liability of the policyholder and co-insured persons for direct and indirect effects or changes to the physical, chemical and biological composition of a watercourse including ground water (water contamination). This water contamination is regarded as material damage.
- 2 However the following liability claims are excluded:
  - a) Claims resulting from the introduction of contaminating substances to the watercourse or through any other deliberate interference with the watercourse, even where such measures were undertaken in order to safeguard other legal interests.
  - b) Claims resulting from discharge of oil or other fluids through the fuel tank openings, from refueling facilities, from machinery or the vessel's engine;
  - c) Claims resulting from deliberate deviation from laws, regulations and official orders relating to protection of watercourses;
  - d) Claims resulting from force majeure in the form of elementary forces of nature.

## § 9 Damage to rented property

- 1 Included in the insurance coverage and not excluded pursuant to § 6 No. 10, provided no other exclusion or restriction criteria pursuant to Paragraphs 6 or 7 apply, is the legal liability of the policyholder and co-insured persons for material damage to rented facilities or jetties that are used by the policyholder to house or moor the vessel.
- 2 The maximum compensation payout for damages of this nature is 50,000 euros per event causing damage up to a total maximum of 100,000 euros for all events in an insured year.

## § 10 Duties of disclosure when making or amending the contract

- 1 The insurer provides the insurance coverage in reliance upon the truthful and full disclosure of all circumstances relevant to the making of the contract and the assumption of the risk to be insured.
- 2 The policyholder has until the submission of his insurance declaration to inform the insurer of all risk factors known to the policyholder that are relevant to the insurer's decision to enter into the contract with the stipulated contents and that the insurer has asked about in text form. The same provision applies if the insurer poses such questions later but before acceptance of the contract. If this duty of disclosure is breached, the insurer may, in accordance with Paragraphs 19 to 21 and 29 of the German Insurance Contract Act (VVG), withdraw from the contract free of any liability to pay benefits, terminate the contract, or make an adjustment to the contract.
- 3 The insurer's right to rescind the contract pursuant to § 22 VVG and § 123 German Civil Code (BGB) for fraudulent misrepresentation remains unaffected.
- 4 If the contract is made by an agent of the policyholder, the policyholder is accountable for the agent's knowledge and conduct in accordance with § 20 VVG.
- 5 In the event the contract is amended, Nos. 1 - 4 shall apply mutatis mutandis.

## § 11 Increase of risk

- 1 Pursuant to § 23 VVG, the policyholder may, after submitting his insurance declaration, neither effect nor permit an increase in risk without the insurer's approval. If he recognises after the fact that he has effected or permitted an increase in risk without the insurer's approval, or if he becomes aware that an increase in risk has occurred without his intent, the policyholder shall immediately inform the insurer of the increase in risk.
- 2 An increase in risks exists in particular if the vessel is transferred to third parties for money or is navigated without the required skipper's license.
- 3 If the policyholder breaches any of the duties of restraint or disclosure that apply to risk increases, the insurer may be, in accordance with Paragraphs 24 to 27 and 29 VVG, not only entitled to terminate the contract or to raise the premium but also partially or completely free of liability to pay benefits.

## § 12 Termination of the policy following increase of risk due to change or enactment of legal regulations

If the insured risk is increased due to changes in existing regulations or enactment of new regulations, then the insurer is entitled to terminate the policy at one month's notice. This right to termination expires if it is not exercised within one month of the date when the insurer obtained knowledge of the increase of risk.

## § 13 Duties in relation to the insured event

- 1 The policyholder is obliged to inform the insurer in writing of every insured event, even if no claim has yet been made for compensation. The policyholder is obliged to provide whatever assistance may be needed to establish the facts of the case, and to avert and mitigate the damage. In this regard he is obliged to comply with the instructions of the insurer, insofar as these are reasonable.
- 2 The policyholder is obliged to inform the insurer in writing about any measures that are taken to assert claims by the injured party against the policyholder or co-insured persons. In particular he is required to inform the insurer if
  - a) a claim is made against the policyholder;
  - b) in connection with the insured event, preliminary proceedings are initiated by the criminal prosecution authorities against the policyholder or co-insured persons, or if penalties or fines are imposed;
  - c) a claim against the policyholder is asserted in a court of law.
- 3 The policyholder is obliged to adopt whatever legal remedies are necessary to meet court deadlines if no instructions have been received from the insurer by at latest two days before the court deadline lapses.
- 4 If legal action ensues the policyholder is obliged to cede management of the litigation to the insurer and to give full authority and all requested information to the lawyer appointed by the insurer.
- 5 The policyholder is obliged to submit the information required from him without delay to the insurer, within no more than one week.
- 6 If the policyholder fails to comply with any of his obligations mentioned in Nos. 1 to 5, the insurer is partially or completely free of liability to pay benefits, pursuant to § 28 Section 2 to 4 VVG, § 29 VVG and § 82 VVG.

## § 14 Insurance for a third party; assignment and pledge

- 1 Only the policyholder may exercise the rights provided by the insurance policy, even where these relate to co-insured persons.
- 2 Insofar as the policy extends to liability claims against co-insured persons, all terms of this policy, and in particular those contained in Paragraphs 4, 6, 7, 11 and 13, stipulating that the conduct and knowledge of the policyholder is of legal significance, apply in like manner to the co-insured persons. The policyholder is responsible, alongside these persons, for ensuring obligations are met.
- 3 If the insurer is freed from his obligation to indemnify the policyholder, then this applies likewise to all co-insured persons. This does not apply in the case of limited freedom from indemnity pursuant to § 7 No.2.
- 4 Insurance claims may not be assigned or pledged to third parties prior to their conclusive assessment without the explicit authorization of the insurer. However this does not exclude the right to assign the right of indemnity to the injured third party.

## § 15 Termination due to an insured event

- 1 If following the occurrence of an insured event the insurer accepts a duty to provide compensation or alternatively refuses to pay compensation, then both contractual parties are entitled to terminate the insurance policy in writing. The same applies if the insurer instructs the policyholder to let the third party sue in order to pursue his insurance claim.
- 2 Termination of the policy is only possible within one month of the insurer accepting or rejecting compensation or after the judgement in the legal action against the third party comes into force. For the policyholder the period of notice to terminate the policy begins from the date when he first received notice of the grounds for termination. The insurer must comply with a period of notice to terminate of one month. The policyholder is not permitted to terminate the policy to a date later than the end of the current insured year.
- 3 If the policyholder terminates the policy on foot of an insured event then he is obliged to continue paying the premium for the rest of the insured year. If the insurer terminates the policy then he is entitled to receive a share of the premium commensurate with the number of months in the insured year up to the date of termination.

## § 16 Statute of limitations

- 1 Claims arising out of the insurance contract come under the statute of limitations in three years. The period is calculated according to the general provisions of the German Civil Code.
- 2 If the insurer has been notified of a claim arising from the insurance agreement, the running of the statute of limitations is suspended by the notification until such time as the claimant receives the insurer's decision in text form.

## § 17 Domestic courts of jurisdiction

- 1 For legal actions against the insurer arising out of the insurance contract, the court jurisdiction shall be determined on the basis of the head office of the insurer or of its branch office responsible for the insurance contract. If the policyholder is a natural person, that court is also locally competent in whose district the policyholder has his permanent residence when he brings his action or, if such is lacking, where he has his ordinary residence.
- 2 For legal actions against the policyholder arising out of the insurance agreement, the court mentioned in No. 1 Sentence 2 has exclusive jurisdiction if the policyholder is a natural person. If the policyholder is a juristic person or a partnership, the court of competent jurisdiction shall be determined according to its head office or branch office.
- 3 If the permanent or ordinary residence of the policyholder when he brings his action is unknown, the court jurisdiction for actions against the policyholder arising out of the insurance contract is determined according to the head office of the insurer or of its branch office responsible for the insurance contract.
- 4 § 215 VVG and the provisions of the German Code of Civil Procedure otherwise apply.

## § 18 Term of the contract

- 1 The insurance contract shall be made for the term stipulated in each case.
- 2 Insurance contracts with a term of at least one year are renewed from year to year if they are not cancelled in writing by no later than three months before expiration.

## § 19 Premium; consequences of a late premium payment; commencement and end of insurance coverage

- 1 The policyholder shall, unless it is stipulated otherwise, pay the first premium immediately after the contract is entered into, but no earlier than the date of the stipulated commencement of the insurance. Subsequent premiums shall be paid on the dates stipulated in each case.
- 2 If payment by instalments is stipulated, the instalments are due on the first of the month in which the payment period begins. The outstanding instalments shall be considered deferred until the stipulated payment dates. The deferred instalments for the current insurance year become due immediately if the policyholder falls partially or completely into arrears with an instalment or if compensation becomes due.
- 3 If the first premium is not paid promptly, the insurer may,

- a) as long as payment remains to be effected, withdraw from the contract pursuant to § 37 (1) VVG, and/or
- b) pursuant to § 37 (2) VVG, be released from its obligation to pay for insured events occurring before the payment, unless the policyholder is not responsible for the non-payment.
- 4 If a subsequent premium is not paid on time, the insurer may be released from liability for payment through a demand for payment or notice of cancellation pursuant to § 38 VVG.
- 5 If direct debiting is stipulated, the payment is on time if the premium can be debited from the specified account on the stipulated date. If, for reasons for which the policyholder is responsible, the premium cannot be collected as stipulated, or if the collection is opposed by the account holder, the policyholder will fall into arrears. The insurer may then abandon further collection attempts and request in text form that the policyholder pay by transfer.
- 6 If the relationship of insurer and insured ends before the stipulated contract term expires, is terminated retroactively after commencement, or is invalid from the beginning, the insurer shall be entitled to a premium or transaction fee as provided by law, particularly by Paragraphs 39 and 80 VVG.

#### § 20 Commencement and end of insurance coverage

- 1 The insurance coverage shall begin on the date of the stipulated commencement of insurance if the first premium is paid promptly. If the first premium is not paid promptly, the insurance coverage shall not commence until the premium is paid, unless § 19 No. 3 provides otherwise, but not before the date of the stipulated commencement of insurance.
- 2 The insurance coverage shall end no later than the expiration of the contract.

#### § 21 Adjustment of premium

- 1 The insurance premiums are subject to the premium adjustment procedure, for which the following rules apply:
- 2 An independent fiduciary calculates annually, with effect for all premiums due from 1 July, to what extent (in percent) the average of compensation payments of all insurers licensed to provide general liability insurance have increased or decreased in the past calendar year compared to the previous year. The average amount of compensation payments in a calendar year is the sum of all compensation payments divided by the number of new insured events registered over the same period. The percentage value is arrived at by rounding down to the nearest full number divisible by five. Costs accrued in determining the cause and amount of indemnity are also included in this calculation as compensation payments.
- 3 The insurer is entitled in the event of a percentage increase, and obligated in the event of a decrease, to adjust the following year's premiums by the percentage value yielded by No. 2 (premium adjustment), unless Nos. 4 or 5 stipulate otherwise. The policyholder must be informed of the adjusted following year's premium.
- 4 If the insurer's own compensation payments in each of the last five calendar years increased on average by a lesser percentage than the average calculated by the fiduciary according to No.2, the insurer may only increase the following year's premium by the same percentage that the average of his internal figures increased in the last calendar year; this increase may not exceed that which would be calculated according to No. 2.
- 5 If the change according to No. 2 or No. 4 is less than 5 percent, then there is no need to carry out a premium adjustment. This change may however be included in the following years' calculations.
- 6 If the premium increases as a result of premium adjustment according to No. 3 without any change in the level of coverage, the policyholder may terminate the contract of insurance within one month of receiving the insurer's notification. This termination takes effect immediately but not before the date when the premium increase was to take effect. If the premium increases solely due to an increase in insurance tax then the policyholder does not have any right of termination. The insurer has a duty to inform the policyholder about his right of termination at the same time as informing him about the increase in the premium. This notification must reach the policyholder no later than one month prior to the premium increase taking effect.

#### § 22 Notices and statements; change of address or name

- 1 Notices and statements of the policyholder intended for the insurer must be made in text form unless another form is legally or contractually specified for them. Written form qualifies as text form.
- 2 If the policyholder has not informed the insurer of a change of his address or name, the dispatch of a registered letter to the last address known to the insurer shall, in accordance with § 13 VVG, suffice for a declaration of intent that is to be delivered to the policyholder. The declaration shall be considered received three days after the letter has been dispatched. These provisions apply with the necessary modifications if the policyholder has taken out the insurance policy under the address of his business enterprise, to a relocation of a commercial establishment, or to a change of business name.

#### § 23 Legal provisions

Unless otherwise specified, legal provisions apply. German law applies.