

GENERAL TERMS AND CONDITIONS (GTC)

FOR THE SALE OF DIGITAL CONTENT (PDF) VIA [ACT.SAFE](https://www.cml.fraunhofer.de/en/press/studies/actsafe.html)

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The Fraunhofer-Gesellschaft is the world's leading organization for applied research. Projects are carried out independently and objectively – from analysis to assessment to implementation.

The Fraunhofer Center for Maritime Logistics and Services CML develops innovative solutions for the maritime sector and supply chain. We support companies and institutions from the shipping, port, and logistics industries in initiating and implementing future-oriented technologies and processes.

1. Scope

These General Terms and Conditions apply to all orders placed via our online shop by businesses and public sector institutions. Our offering is intended exclusively for entrepreneurs, public institutions, and legal entities under public law.

2. Contracting Party, Contract Conclusion

The contract is concluded with:

Fraunhofer-Gesellschaft zur Förderung der angewandten Forschung e.V. | Hansastraße 27c,
80686 München

on behalf of its

Fraunhofer-Center für Maritime Logistik und Dienstleistungen CML | Blohmstraße 32, 21073
Hamburg

By publishing the demo report (PDF files) in the online shop, we make a non-binding offer to initiate an individual reporting service. A binding contract for the creation and delivery of a specific,

customized report is only concluded once we confirm the order in writing following the purchase. The displayed demo report is provided for illustration purposes only. The actual report is generated individually based on the commissioned services.

3. Subject Matter of the Contract

The subject of the contract is a customized PDF document made available for download upon receipt of payment. No physical data carrier will be delivered.

Service Description:

Vessel-specific assessment of encounter situations in accordance with the COLREGs.

The service involves the automated, vessel-specific evaluation of global maritime encounter situations based on the rules set out in Part B of the COLREGs (Convention on the International Regulations for Preventing Collisions at Sea, 1972). The analysis is based solely on satellite-based AIS (Automatic Identification System) data recorded outside the three-nautical-mile zone. Vessels not captured via AIS are not considered. Identified encounters are evaluated in relation to the applicable COLREGs rules. The analysis includes Rules 13 to 15 and 18, as well as the resulting obligations under Rules 16 and 17. It is assumed that visibility conditions are good. The evaluation methodology follows the publication by M. Constapel et al., 2022 (J. Phys.: Conf. Ser. 2311 012033, DOI: 10.1088/1742-6596/2311/1/012033). The analysis is not a legally binding interpretation or legal assessment, but rather a technical and automated evaluation based on the assumptions stated.

4. Prices and Payment

All prices are stated net, plus statutory VAT. Our offering is exclusively directed at companies, public institutions, and legal entities under public law. Payment is accepted by invoice only. We kindly ask for your understanding that no other payment methods are currently offered.

5. Delivery and Availability

Delivery is provided exclusively via digital download link. The download link is made available immediately or as soon as possible after receipt of payment and resolution of any technical issues.

6. Copyright and Usage Rights

The delivered PDFs are protected by copyright. The purchaser is granted a simple, non-transferable right of use for personal purposes. Redistribution, reproduction, or commercial use is not permitted.

7. Exclusion of the Right of Withdrawal

The product offered consists of digital content not supplied on a physical data carrier.

By completing your order, you expressly agree that we may begin performance of the contract before the withdrawal period expires, and that you thereby lose your right of withdrawal (§ 356 (5) German Civil Code – BGB).

8. Warranty and Liability

Statutory warranty rights apply. We are liable for defects in digital content only in cases of intent or gross negligence. The contents are created with the utmost care and to the best of our knowledge; however, we make no guarantee regarding their correctness, completeness, or timeliness. Any further liability – especially for damages arising from the use of, or inability to use, the digital content – is excluded unless required by law. Liability to third parties – in particular for damages, claims, or demands arising from the use or distribution of our content by the customer to third parties – is explicitly excluded.

9. Final Provisions

German law applies. Should individual provisions of these GTC be or become invalid in whole or in part, the validity of the remaining provisions shall remain unaffected.