

## **Terms and Conditions general terms of business of the SEAROCK SL**

1. The owner (below OWNER and/or CHARTER COMPANY agrees called) to rent the yacht to the TENANT and to enter no other arrangement for the renting of the yacht for the same period. The TENANT undertakes to rent the yacht and to pay the charter fee, the security and all other remunerations in freely available means to or before at (2) given time on in (2) given to contract to this accounts.

### **2. PAYMENT OF THE CHARTER FEES AND NEXT ARE DUE:**

Fifty percent (50%) of the charter fee and delivery expenses and / or back delivery fees (if appropriately) are paid to the charter company at the time of the reservation. Except in the case of a regulation under "condition" in the arrangement form the balance is depended in freely available means (1) calendar month before the beginning of the charter period. The money like on top is given on an account given with the reservation transferred.

### **3. SECURITY:**

The security is paid to the charter company at the beginning of the charter period before the entrance of the yacht. The payment can occur through one or several confirmed credit card (n) impression (e). After previous written approval a deposit is also possible in cash or by confirmed cheque of a by agreement agreed bank.

### **4. RETURN OF THE SECURITY:**

Untill otherwise becomes intended, and the security can withhold to such an extent for or against discharge of any liability which originate from the TENANT under one of the regulations of this arrangement and be used. In the extent, as it is not used for a damage regulation or charter failure costs, the security is refunded to the TENANT within 14 days after the end of the charter period without interest.

### **5. DRIVING AREA:**

The TENANT has to do the range of action of the yacht on the driving area and on regions within the driving area to cruise in which for the yacht is juridically allowed, limit. Should the TENANT not limit himself to the driving area, he is requested at the first suitable harbour for putting on and is received with ending of this arrangement no restitution of the rent price or the security authorisation.

### **6. MAXIMUM NUMBER OF PEOPLE:**

The charter permits at no time during the duration the charter company more than on the first side of the charter arrangement given number of guests, at most, nevertheless, 7 overnight company or 12 guests about day. If according to the reasonable view of the charter company the TENANT ignores the regulation about the observance of the maximum

number of the people aboard, this arrangement can be finished. In this case the TENANT must put in in the first suitable harbour and receives with ending of this arrangement no restitution of the rent price or the security authorisation.

## 7. USE OF THE YACHT

The TENANT assures to keep to the principles of the good seamanship and to own enough experiences in the guidance of a yacht. In case of an arrangement of the yacht renting under a Bareboat agreement (renting without occupying) the TENANT commits himself that he if he is not likely according to adequate appraisal of the charter company to steer the yacht in a sure and sea-mannish way at the expenses of the TENANT the services of a professional captain by the charter company up to the time will accept, until the designate professional captain explains that the TENANT can use the yacht in competent manner without services of the professional captain.

Furthermore the TENANT commits himself:

- a) to follow the legal regulations of the host country and to carry out registrations and notices of departure with the harbour master.
- b) To carry out no changes in the ship or in the equipment
- c) To treat devotedly yacht and equipment, to enter the yacht only with boat shoes,
- d) to find out thoroughly before the travel beginning about the circumstances of the driving area incl. catching up the weather data
- e) Not to use the yacht for commercial purposes, to take aboard no foreign passengers, not to leave the yacht to foreign third and to transport no dangerous goods or materials.
- f) To inform the charter company with damages, collisions, average or other unusual incidents immediately. With damage to the ship or to people the TENANT is obliged to make a note incl. photos and to provide for a counterconfirmation of the harbour master, doctor or similar.
- g) To let tow the yacht always with own rope in the case of an average and to meet no arrangement above rescue costs or towing charges.
- h) To check ship state and completeness of equipment and inventory by the handing over and return and to confirm with his signature.
- i) To note objections of the yacht immediately in the protocol and to register with the base of the yacht. Later indicated complaints are not recognised.

The TENANT bears the responsibility for the operating expenses of the yacht which without being limited, nevertheless, to it enclose the following: Fuel, lubricating oil, filter, port charges beyond the home mooring. Any losses, breaks or damages beyond the normal wear and the Abnützung in the ship or his equipment by the TENANT, (whether intentionally or not intentionally), are drawn off from the security.

Repair needs basically the approval by the charter company. Displays for repair which as a result of wear became necessary, are refunded by the CHARTER COMPANY on presentation of the replacement part and the purchase calculation.

The bilges are to be checked daily by the TENANT. With conspicuities the charter company is to be informed.

#### 8. DELAY OF DELIVERY:

If for any technical reason or by force majeure the OWNER or his representative does not make available the yacht to the TENANT in the harbour of delivery at the beginning of the charter period and the delivery occurs within 48 (48) hours of the planned beginning of delivery, the OWNER must pay a restitution of the charter fee to a proportionate daily rate, or if they to himself mutually on it to some, permitted of the OWNERS a proportionate lengthening of the duration the charter to the TENANT.

#### 9. NON-DELIVERY:

a) should the yacht given in the contract not be available at the beginning the charter for any reason, the charter company / of the brokers or the OWNERS reserves itself the right to offer a spare yacht of similar size, accommodation and achievement. Should it be impossible, however to find a spare yacht, no liability for the charter company or the OWNER originates from it for the annulment the charter, apart from the allowance of the paid amounts.

b) If for any technical reason or from force majeure the OWNER or the RENTER cannot deliver the yacht basically within 48 (48) hours, the TENANT is entitled from the due time of the delivery to look at this contract as discontinued. The only legal remedy of the TENANT is the restitution of the payments without interest of the full amount of the payment which was performed by him to the OWNER or his representative. Other claims are excluded.

Alternatively the charter term can be extended if the parties to a contract agree by a period according to the delay.

#### 10. DELAY IN THE RETURN:

a) If a return of the yacht is delayed for reasons of force majeure, it occurs as soon as possible afterwards, and in the interim the conditions of this arrangement remain in strength, the charter time is charged proportionately, however, without punishment towards the TENANT.

b) If the TENANT fails on account of a personally delay to deliver the yacht in the return harbour, then the TENANT immediately of the charter company / representative by direct transfer will pay day charter costs to the day course plus 50 percent (50%), and if a delay of the return crosses 24 (24) hours, the TENANT must compensate the charter company / representative for all losses or damages which have originated of the charter company / representative and on account of the failure of the use of the yacht or annulment or delay of the delivery for a later renting of the yacht.

#### 11. NOTICE BY THE TENANT:

Should the TENANT discontinue this arrangement at the time of or any time before beginning of the charter period, the TENANT is obliged furthermore to the settlement of all due payments which were unpaid before and at the time of the notice. Should the resignation explanation be given by the tenant or the TENANT, after he has given notice, should fail to pay an amount to be paid from this contract, the charter company / representative is entitled to treat this arrangement as from the TENANT rejected and to withhold the full amount of all payments by the tenant

## 12. Disturbances and breakdowns:

a) If after the delivery the yacht is by engine troubles, basic touch, collision or an other cause betriebsuntüchtig, so that a reasonable use of the yacht will prevent by the TENANT for a period of no less than 24 (24) hours following on each other and no more than 48 (48) successive hours (and the impediment not possibly by actions or omissions of the TENANT were caused), the TENANT receives a proportionate restitution of the charter fee from the work result day to which the yacht was announced defectively or use-incapable. The TENANT sticks for all normal issues in this period. Provided that an engine trouble is given, the yacht, nevertheless, usually completely is usable, without it comes for restrictions of the tenant, the restitution amounts to 50% of the current price. After two working days the right of the tenant against proportionate restitution passes the contract to give notice in writing. However, with mutual arrangement should be tried basically before restitution claims always to allow a proportionate lengthening of the duration the charter for the tenant.

b) If, nevertheless, the yacht gets lost, or so is extensively company-incapable that the yacht cannot be repaired within 48 (48) hours and the impediment not possibly by actions or omissions of the TENANT were caused, the tenant can discontinue this arrangement by written communication to the charter company, and as soon as possible after such a notice the charter fee is paid back proportionately for the part of the charter period which remains from the date and the time of the loss or the company incompetency. Under these circumstances the TENANT can determine restitution by the job of the possession of the yacht in her mooring. The TENANT is entitled to assert additional issues from up to 400. 00 EUR and against proof refund to agree. About that going out allowance claims by the TENANT are excluded.

## 13. USE OF THE YACHT:

The tenant may use the yacht exclusively as a pleasure ship for the application for himself and his guests. The TENANT must make sure that no domestic animals or other animals are brought aboard the yacht. The TENANT must make sure that the behaviour of him and his charter means no nuisance for other people or brings the yacht in discredit. SMOKE IS EXPLICIT IN EVERY INTERIOR ABOARD THE YACHT BANNED.

The TENANT must make sure that all duty-free camps or other goods which possibly are already aboard the yacht or can be brought aboard the yacht by the course the charter are freed by the duty, before they are taken in country. It is also pointed out expressly to the fact, that the possession or they Use of unlawful drugs or weapons (including in particular firearms) for the charter company Reason enough are, immediately without giving notice at the owner's expense some claims against the charter company or the owner, the charter-party.

## 14. ASSURANCE & LIABILITY OF THE OWNER:

a) The OWNER insures of the yacht with high-class insurers against all usual risks for a yacht of her size and her type under observance of the legal regulations as follows:

- Comprehensive insurance assurance with 5,000. 00 EUR of Selfkeeping
- People and material assurance
- Passengers accident insurance

#### 15. ASSURANCE & LIABILITY OF THE TENANT:

Under normal circumstances the TENANT must stick only for such costs or losses which have originated in the yacht, like repair of the damages which were caused by the Charterer or his guests (intentionally or not) or a third, namely for every single accident or incident incl. damage by charter failure to the extent of the charter security.

The TENANT can owe the liability for a sum which is bigger than the deduction (Selfkeeping) in an accident or incident if the TENANT or one of his guests trades in such a manner (intentionally or not) that the limitation or cover becomes trifling under the insurance policy (e. g. , driving under the influence of drink, drugs, careless action, coarse carelessness, or similar).

The TENANT keeps for actions and omissions of the TENANT for which the charter company is made responsible the charter company of all private and criminal results also from all costs and legal pursuit.

The OWNER recommends to the TENANT the end of own assurance for personal objects aboard or in country and for by medical help or accident resulted costs which are not covered under the yacht assurance, also the end of a personal security and/or Skipper liability insurance.

#### 16. DISCLAIMER OF LIABILITY:

About that going out claims no matter what kind against the charter company, the owner and the broker are excluded, provided that they were not committed deliberately or roughly negligently. Body damages are excluded from the disclaimer of liability. In case of a different valid legal regulation the claim is limited towards the owner to the height of the charter fee. Claims of the TENANT compared with the insurance cover are untouched of it and continue.

#### 17. BROKER:

Brokers appear exclusively as a mediator between the OWNER (or the charter company authorised by the OWNER) and the TENANT and can be made not responsible for the non-fulfilment or injury of this arrangement or a part of it

#### 18. JURIDISTRICTION:

The contracting partners agree that this contract is defeated by the laws in Spain and the competence of the Spanish courts, or, after absolute judgement of the OWNER or his representative, this contract is defeated by the right of the country of the residence of the OWNER and / or the jurisdiction of the country of the residence of the OWNER.

#### 19. REGULATIONS Force Majeure :

In this arrangement „Force Majeure“ means every cause which decreases immediately to actions, events, non-entry, omissions, accidents or Force Majeure beyond the adequate control of the owner or TENANT (including, however, not limited on strike, lockout or other labour disputes, riots, excesses, blockade, invasion, war, fire, explosion, sabotage, storm, collision, basic touch, failure impulse system without foreign effect, fog, state measures or

regulations of bigger mechanical or electric damages which lies beyond the control of the team and not by coarse carelessness charter company or the owner is caused.

**20. SEVERABILITY CLAUSE:**

Should single regulations of the contract be ineffective or impracticable or become ineffective or impracticable after contract end, the effectiveness of the contract remains of it, for the rest, untouched. To the place of the ineffective or impracticable regulation that effective and practicable regulation should step whose effects come most near the economic objective which the parties to a contract with the ineffective or impracticable regulation have pursued. The preceding regulations are valid accordingly for the case that the contract turns out incomplete.

Spain, April 2015

THE OWNER COMPANY