

General terms and conditions of the Dutch branch yacht building association (NJI)

for contracts relating to winter storage and/or mooring services, NJI CONDITIONS FOR WINTER STORAGE AND MOORING SERVICES, to be specified

filed with the Registry of the District Court of Utrecht on 29-4-2016 under number 98/2016.

Paragraph 1: APPLICABILITY AND TERMS

1.1. These terms and conditions apply to offers, quotations, (rental) agreements and other legal benefits relating to the (winter) storage of vessels and the hiring out of berths for vessels. These conditions may only be used by members of the Dutch NJI.

1.2 Vessel is understood to mean (parts of) ships and related matters.

1.3 By (winter) storage is understood to mean the provision of a part of a terrain or covered space on which a vessel or related matter can be stored in return for payment. If it is a matter of hoisting in and/or out of the water, hosing, moving / (internal) transport of the vessel, and/or disconnecting and removing gas bottles on board, this also falls under winter (storage).

1.4 Berth rental is understood to mean the provision of a berth to the tenant in return for payment.

1.5 The lessor is understood to mean the entrepreneur who makes the (winter-) storage or berth available and/or has concluded an agreement with the tenant for (winter) storage or mooring.

1.6 The tenant is understood to mean the person who has concluded an agreement with the lessor for winter storage or berth rental and/or who makes use of the space or berth made available.

Paragraph 2: GENERAL OBLIGATIONS OF THE TENANT

2.1 The tenant is obliged to have the vessel insured against all-risk or comprehensive damage. Upon first request, the tenant shall provide a copy of the relevant policy (s), the policy conditions and proof of payment of the premium(s) due.

2.2 Without the prior permission of the lessor, the tenant is not permitted to carry out maintenance or other work on the ship.

2.3 Subject to the prior written consent of the lessor, the tenant is not authorised to rent the mooring and/or storage space underneath or to lend it on loan.

2.4 The tenant is obliged to comply with the lessor's instructions, including those from the NJI HARBOUR AND SHIPYARD REGULATIONS, as subsequently printed.

Paragraph 3: LIABILITY

3.1 Except for damage as a result of gross negligence or wilful misconduct on the part of the lessor or his manager(s), the lessor excludes all liability for any damage, with the exception of damage covered by an (other) insurance policy of the lessor, insofar as the lessor actually pays compensation in a possible case. The amount paid to the tenant shall never exceed the amount paid out by the insurer.

3.2 The tenant indemnifies the lessor against claims by third parties, including those of the (central) government, regarding environmental damage and/or pollution caused by the tenant during the

term of the contract. The lessor has the right to recover any related cleaning costs, penalties and similar from the tenant.

3.3 In the event that the vessel is moved by the lessor, the tenant shall be deemed to have given the lessor explicit permission for this (also on behalf of the owner, if the tenant is not the owner of the vessel) and the transfer shall be at the risk of the tenant/owner.

Paragraph 4: OPERATIONS

The assignments and agreements to carry out work on the vessel or to make deliveries are subject to the Dutch NJI delivery conditions (General Terms and Conditions of Contract, Delivery and Payment of the Dutch Yacht-building Industry) of which a copy these terms and conditions is attached to the contract.

Paragraph 5: TERM OF THE AGREEMENT

5.1 The tenancy agreement ends as soon as the agreed period has expired and is not deemed to have continued if the vessel is still present in the (winter) storage or berth. However, paragraphs 2,3 and 8 of these terms and conditions shall continue to apply upon termination of the tenancy agreement. Unless the parties have agreed otherwise in writing, the vessels will be salvaged or stored at the tenant's expense and risk if the rental is actually continued despite the termination of the agreement. These costs may differ from the rental rate applicable during the term of the agreement.

5.2 The lessor reserves the right to sell the vessel or have it sold, in the event that the tenant has been given notice of default after repeated reminder and then by registered letter, a) the lessor fails to pay the costs of salvage or storage and/or b) at the lessor's request to remove the vessel from the lessor's (port) site. All claims against the tenant - including the costs associated with the sale and possible removal/disposal of the vessel - may be paid from the sales revenue.

Paragraph 6: TERMINATION

6.1 Only if the lessor, at the tenant's request, gives his explicit consent in good time, may the agreement be terminated by mutual consent.

6.2 In that case, the lessor is entitled to compensation for all financial loss such as loss suffered, loss of profit and costs incurred. Nevertheless, the lessor makes every effort to limit the damage by looking for a substitute tenant for the (winter) storage or berth in question.

6.3 Unless this leads to interference with the rights of the tenant, the lessor is entitled to rent an unoccupied mooring or storage space of the tenant for the period in which it is free, to others.

Paragraph 7: TERMS OF PAYMENT

7.1 Unless otherwise agreed in writing, the rent or any other amount is due in advance.

7.2 Invoices must be paid within 15 days. In case of late payment, the tenant will be in debt of interest from the due date. The contractual interest rate is equal to the current statutory interest

rate plus 5% on an annual basis. When calculating the interest rate, part of the month is considered as a full month.

7.3 In the event of late payment, the tenant shall owe the lessor extrajudicial costs. These costs amount to a minimum of € 40.

7.4 The tenant does not have any right to set off his claims against the lessor's claims, unless the lessor is declared bankrupt or the judicial debt rescheduling applies to the lessor.

Paragraph 8: LIEN

8.1 The lessor has the right of retention. If the tenant fails to fulfil any obligation, the lessor has the right to keep the tenant's vessel in his possession until the moment that the tenant has fulfilled all his obligations.

8.2 If the tenant has not fulfilled all his obligations towards the lessor within six months after the lessor has invoked the right of retention, paragraph 5.2 shall apply mutatis mutandis.

Paragraph 9: JURISDICTION AND APPLICABLE LAW

9.1 Dutch law is applicable.

9.2 Only the Dutch civil court that is competent in the place of establishment of the lessor takes cognisance of disputes, unless this is contrary to mandatory law. The lessor may deviate from this rule of jurisdiction and apply the statutory rules of jurisdiction.

DUTCH NJI HARBOUR AND SHIP YARD REGULATIONS

These regulations apply to everyone who is on the port site, consisting of the port, the shipyard, the associated (parking) grounds and all buildings on this site, in order to guarantee optimum safety for people, animals and the environment. Apart from the specific instructions of the harbour master/yard manager, you should observe the following:

I. PEACE, ORDER AND SAFETY

Unless explicit permission has been obtained from the harbour master/yard manager, it is forbidden at the marina/yard, on pain of a possible denial of access by the harbour master/yard manager, to take the necessary measures:

1. cause of any inconvenience;
2. Release (domestic) animals;
3. allow engines to run other than to move the vessel;
4. choose a berth other than that indicated;
5. sailing with hoisted sails or at an unsafe/excessive speed;

6. not to dock or leave the vessel in good condition;
7. to barbecue and/or use open flame;
8. leaving property unattended outside the vessel;
9. swimming and diving;
10. to spend the night in the vessel stabled or to choose the vessel stowed as the place of residence;
11. to make the vessel or berth or stowage area the subject of commercial activity. This also includes the sale or promotion of the vessel and/or accessories for this purpose.

II. POLLUTION

Under penalty of a denial of access by the harbour master/yard manager, or a duty to pay compensation for the removal/cleaning costs of the pollution caused, it is prohibited to:

1. discharge waste from the on-board toilet into the water;
2. polluting the marina with environmentally polluting substances such as oil, bilge water, fat, household waste and animal faeces;
3. cleaning vessels and cars with drinking water and/or non-biodegradable cleaning products.

III. DURING STORAGE OR AT THE BERTH

It is under penalty of a possible refusal to be admitted to the marina / shipyard, prohibited to:

1. carry out work that is hazardous to fire, such as welding, grinding, burning and working with open flame. Only with the written permission of the harbour master/yard manager it is permitted to leave gas bottles and loose fuel tanks on board;
2. remove or move supports or stopwood;
3. block escape routes, jetties and exits;
4. Smoking in the sheds and/or buildings and areas on the harbour grounds;
5. use the (ship heating) heater without direct supervision;
6. Charge batteries (on board the vessel) without direct supervision;
7. leaving the vessel connected to shore power without direct supervision;
8. perform or cause to be carried out in or on the vessel, without the express permission of the harbour master/yard manager.

Additional requirements apply to the (winter) sheds: no inflammable substances such as gas, petrol, petroleum or kerosene and no batteries may be connected on board. The amount of fuel contained in the fixed fuel tank for the main drive should be kept to a minimum.

The harbour master / yard manager has the right to disconnect the power supply of the pilots and/or workshops, to restrict access to certain places and, if necessary, to move the vessel.

IV. LIABILITY

Except in the event of gross negligence or wilful misconduct on the part of the harbour master/yard manager or his manager (s), the harbour master/yard manager is not liable for any damage.