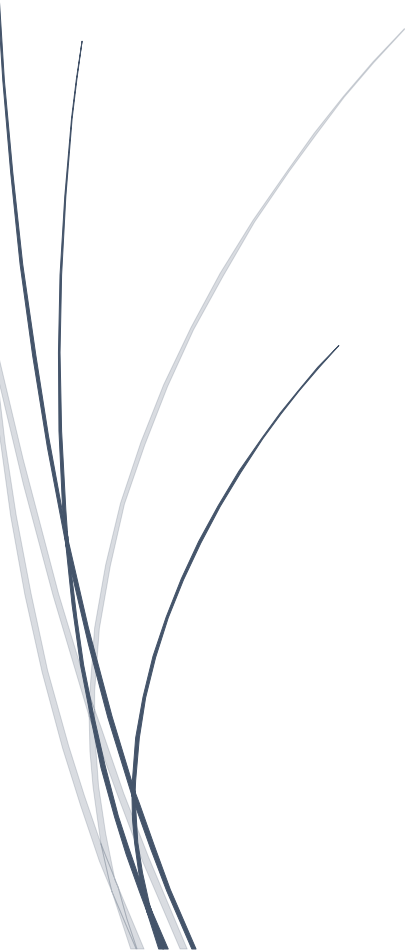


CHARTER TERMS AND CONDITIONS

SEASON 2022

SAILWAYS SA



1 Περιεχόμενα

2 VALIDITY OF CONTRACT	2
3 OBLIGATIONS OF	2
3.1 THE SHIPOWNER	2
3.2 THE CHARTERER	2
4 YACHT CHARTER INFORMATION	2
4.1 DURATION – CHECK IN	2
4.2 USE OF THE VESSEL AND NAVIGATION The charterer	3
4.3 DELIVERY – CHECK OUT	3
4.4 CRUISING AREA / NIGHT SAILING / CREW LIMITATIONS / SUB RENTING	3
4.5 IN CASE OF DAMAGE	4
5 SAILING REQUIREMENTS / QUALIFICATIONS	4
6 CANCELLATIONS AND CHANGES	4
6.1 CHARTERER CANCELLATION	4
6.2 OWNER COMPANY CANCELLATION – FAILURE TO DELIVER	4
7 YACHT DAMAGE WAIVER AND SECURITY DEPOSIT	5
OPTION 1 – YACHT DAMAGE WAIVER	5
OPTION 2 – SECURITY DEPOSIT	5
8 EQUIPMENT AND YACHT INSURANCE COVERAGE	5
9 BREACH OF CONTRACT	6
10 PENALTIES	6
11 RESPONSIBILITY	6
12 LIABILITY / CONDITIONS OF CARRIAGE / LIMITATIONS	6
13 MEDIATION / ARBITRATION - APPLICABLE LAW	7

2 VALIDITY OF CONTRACT

- This charter contract, with its annexes, is the sole valid instrument that allows the Charterer to sail the Vessel; any other contract signed by the Charterer for sailing the same Vessel, drawn up by brokers or agencies, is null and in any case does not bind the shipowner. The fact of any of the individual provisions of this present charter contract being void will not result in the entire charter contract becoming void. Any agreements departing from the present charter contract must be in writing.
- It is here expressly agreed that charter Fee includes VAT as per rate applicable by current tax legislation valid to this date and subject to change without prior notice or responsibility of the shipowner. Should any changes in applicable tax legislation take place after the issuance of this agreement, resulting in changes in amount of VAT, then the difference will be credited or debited to the Charterer accordingly. Should any of the agreed payments not be received in cleared funds in due time, this Agreement shall be considered cancelled by Charterer. In any event of cancellation by Charterer, for any reason whatsoever, after signing this Agreement but prior to taking delivery of the vessel, the Shipowner shall be entitled to retain all advance payments made up to the date of cancellation, reserving the right to claim all other dues under provisions of this Agreement and may refund said amounts only if he succeeds in letting the Vessel to another Charterer for the same period and under the same conditions. If the Charterer should select to terminate the charter after taking delivery of the vessel and redeliver her prior to the charter period ending date, the Shipowner shall not be liable to the return of any proportional part of payments collected, reserving all his rights under the provisions of this Agreement.

3 OBLIGATIONS OF

3.1 THE SHIPOWNER

- delivers the yacht and her pertinences ready to sail, complete with accessories, fittings and safety equipment required by law for navigation and with her navigation documents, together with all that may be necessary to sail as agreed.
- Reserves the right to make changes that are inevitable and sometimes necessary, especially when charter is booked months in advance. Most of these changes will be minor and advised as soon as possible.
- recommends sailing in specific areas to preserve the crew and the yacht safety as well as to prevent the Charterer to be found responsible for negligence, imprudence, or incompetence. The shipowner provides the detailed nautical charts that constitute part of this contract and of the yacht equipment: the Charterer should consult them regularly and in detail. The parties expressly agree that the safety equipment and the detailed nautical charts supplied by the Shipowner upon delivery only cover the 'recommended area' for navigation and identify the main "Forbidden areas" Annex A. Therefore, taking into reasonable account the dimensions of the boat and the distances, as well as the existing ports and tourist facilities along the coasts, the above information does not relieve the skipper from his/her obligations to check, in each case, the safety of the sailing and anchoring areas, to safeguard the yacht and its crew.
- provides a 24hours technical assistance service during the whole charter period: operating hours are from 9am to 6 pm by phone call to the dedicated operator and for the remaining hours by SMS and possible phone call back in case of emergency.
- provides a mooring place in the delivery-redelivery port for the day of delivery and the day of return. Any other mooring day is up to the Charterer.
- If the Shipowner believes that the Charterer or any other crew member has insufficient knowledge and or nautical skills, in his incontestable opinion, for the type of boat and for the safety of the persons on board, the Shipowner may forbid the Charterer to leave the Marina or force him/her to immediately moor at the nearest port indicated by the Shipowner. In this case, no refund whatsoever will be due to the Charterer. The Shipowner is entitled to check the nautical skills of the skipper also by means of a nautical practical test.
- Should the Shipowner make use of the above-mentioned option, the Charterer is entitled to use the yacht as a pure and simple "tourist accommodation". In this case, the yacht's documents will be retained by the Shipowner. The cost (if any) of the mooring place will be entirely covered by the Charterer.
- The Shipowner may provide upon Charterer's request a list of skippers able to safely sail and that will join the crew. It is expressly declared that the Shipowner is entirely extraneous to the service relationship between the Charterer and the Skipper. Any contractual relationship between the Charterer and additional crew members only involves the Charterer who will answer directly to the Shipowner anyway for any breach of the present contract. The Shipowner is not part not he can be considered responsible for the work performance contract between the skipper and the Charterer. If the Charterer appoints a third party to command the boat, he must provide a copy of the contract signed with the third party.
- The Charterer fully accepts that the Shipowner may remotely track the correct use and functioning of the yacht even by means of satellite or similar systems to ensure a higher security/safety level for both the people and the yacht.

3.2 THE CHARTERER

- must undersign an inventory document enlisting the equipment on board upon delivery. By signing the inventory, the Charterer expressly confirms he/she received the Yacht in a good state of maintenance, seaworthy and fit for the purpose; hence, the Charterer cannot claim about the status of the Yacht on delivery and the Shipowner will be free from any liability in this regard.
- declares on his own responsibility that the skipper of the yacht is the person named above. The skipper is responsible for the boat and for the crew in all things pertaining to navigation, handling, mooring operations and whatever relates to the duties of a good and expert captain, and he/she must sign the charter contract together with the Charterer; if the Charterer is not the skipper, he/she will have to sign this contract and comply with it.
- is liable for the craft to all effects of the law for the entire charter period indicated in the present charter party; in particular, he/she is bound to use the Vessel in compliance with the agreed use and with the technical characteristics reported in the craft documents, as well as to fulfil all those obligations assumed under the present charter contract for the duration of the charter. The Charterer will have to pay for any damage that occurs to the boat and / or to the crew during the whole charter period under the current rules.
- must update and handover the crew list, by reporting the identity and data needed to identify each crew member, keeping in mind that the yacht can accommodate a maximum number of people onboard as reported in the yacht's license, no later than a week before the embarkation.
- will not take part to regattas or nautical events of any kind unless specifically authorized by the Shipowner in writing and after paying for the supplementary insurance coverage.
- can act only in his / her own name and not in the name of the Shipowner for any potential obligations undertaken with third persons related to the Yacht. The Charterer is obliged to compensate the Shipowner with all amounts paid in case of torts committed by the Crew and passengers of the Yacht during the charter period, any exception excluded.
- If during the charter period the yacht is involved in any sort of accident, the Charterer must: immediately inform the Shipowner, carefully follow the instructions he/she will be given, take note of what happened and of any detail that can be useful to exactly reconstruct the event (like details of yachts involved, possible damages - either personal injuries or to third parties - etc.). The Charterer will be held personally responsible, and he/she will be held into account for his/her actions and the consequences in every instance in case of breach of the current article. In any case, the Charterer will be able to continue navigation only if specifically authorized by the Shipowner. The Charterer must also inform Maritime Authority in the cases and under the conditions provided by law only after consulting and in accordance with the operating instructions given by the Shipowner. In case the Charterer is subjected to sanctions, he/she must inform as soon as possible the Shipowner.

4 YACHT CHARTER INFORMATION

4.1 DURATION – CHECK IN

- The delivery of the boat takes place on the date, at the time and in the place provided by the charter contract. Charterer shall thoroughly inspect her together with the Shipowner or his representative, using standardized inspection checklist (Delivery Statement - Inventory List), to ascertain proper condition of vessel and equipment as well as completeness of inventory, then both the seaworthiness of the vessel and suitability as offered shall be confirmed by Charterer's signature, which shall be binding and any objections or claims made afterwards, excluding latent defect, shall be disregarded. Time required for document verification, contract signature (check-in) explanation or clarification of use, inventory list signature etc. are included within the contract period of validity. The Charterer cannot refuse to take delivery of the vessel for immaterial deviations or defects. Obligation to deliver

becomes effective and enforceable on the Shipowner only after the Charterer has paid the entire amount of the hire, has paid the security deposit, and has signed the inventory.

- If after delivery the Vessel shall at any time be disabled by breakdown of machinery which is of such nature and seriousness that prevents reasonable use of the vessel by the Charterer and the disablement has not been brought about by any act or default of the Charterer and the cause of disablement is not restored within eight (8) working hours following the time that written notice of disablement by Charterer has been received, then Charterer can claim from Shipowner a pro rata refund of the charter fee for the period of disablement, or if mutually agreed a pro rata extension of the charter period corresponding with the period of disablement. Notice of disablement cannot be deemed to have been received by Stakeholder beyond office hours (09:00 am till 17.00 pm). If the Charterer wishes to invoke this clause, he must give immediate written notice to the Stakeholder and any claim or complaint after 24-hours from the time of disablement or the end of the charter period, whichever occurs earlier, may be rejected and the claimant shall forfeit its right to any (damage or cost) compensation.
- If the Shipowner is unable to deliver the designated Yacht, under the conditions provided for in the preceding paragraphs, he can replace the Yacht with another Yacht of similar or higher characteristics according to his own honest judgement without the prior consent of the Charterer. If, on the contrary, the yacht is replaced with a yacht of lower characteristics, the Shipowner will have to refund the difference according to the charter price list value.
- If the Shipowner is unable to deliver the designated Yacht nor a replacement yacht within the time limit reported in the preceding subparagraphs, because any other reason beyond his control, and if the delay is longer than 1/4 of the charter period or 3 (three) days, the Charterer will be entitled to apply for termination of the charter contract and shall be credited of any amount paid plus legal interests thereon, but may not claim any further costs or damages, even indirect. Alternatively, if the parties mutually agree, the charter period can be postponed to a mutually agreed time. It is clearly agreed that lacking a substitution vessel does not constitute breach of terms by neither the Shipowner nor the Brokers.
- If the Shipowner can deliver the designated Yacht or another yacht with similar or higher characteristics in the time limit reported in the above subparagraphs, the Charter contract remains valid, and the Shipowner shall refund to the Charterer only the daily rate for those days the Yacht was unavailable.

4.2 USE OF THE VESSEL AND NAVIGATION

The charterer...

- Will use the boat solely within the scope of his/her qualification/license or that of the Skipper.
- Will sail the craft with sails surface appropriate to the force of the wind so that they do not suffer any damage.
- Will not embark sports equipment like windsurf, surf, kite surf, canoe unless specifically authorized by the Shipowner.
- Will not practice water skiing and any similar towing leisure activity, even using the dinghy.
- Will not allow to be towed or to tow other Yachts except in case of extreme emergency or unless specifically authorized by the Shipowner.
- Will not keep animals on board, unless so authorized by the Shipowner.
- Will not use any cleaning materials for interior and exterior that may damage the yacht.
- Will not flush any type of material and/or object into the toilets.
- Will not use the yacht for any purpose against the law, thus absolving the Shipowner of any liability in relation to any activity carried out onboard by the Charterer and/or the crew.
- Turn off the engine if the lateral trim of the yacht doesn't allow the appropriate functioning of cooling system.
- Check the oil level every 10 engine hours with cold engine. The Charterer undertakes to add motor oil ONLY after receiving the Shipowner's authorization.
- Constantly check the battery power level onboard, making sure it does not go below 12 volts. An improper use of the battery recharging system can cause serious DAMAGES to the onboard electrical system. Usually 5 hours of engine (min. 1200 rpm) are needed to recharge the batteries when the land power is not available onboard.
- Check daily, ONLY WITH COLD ENGINE, the cooling liquid level of the internal engine circuit.
- Will not leave the harbor or the anchor point if the yacht shows any damage to any essential part which needs to be repaired and could make the navigation un-safe.
- Will not leave the harbor or the anchor point without the sufficient reserve of fuel.
- Will not smoke below deck.
- Follow the operating procedures underwritten upon embarkation, with reference to the "record of Takeover", "Damage Procedure" and "Assistance Procedure".
- Will comply with Port Authority orders in respect of bad weather or danger at sea; in any case, to refrain from sailing with seas greater than force 5 (Beaufort) and each and every time that the weather bulletins inform or forecast situations dangerous to navigation in the near future. Any breach of this obligation will result in the Charterer undertaking liability for any damages suffered by the craft.
- cannot remove any instrument or equipment of the yacht unless specifically authorized by the Shipowner.

4.3 DELIVERY – CHECK OUT

- The Charterer will redeliver the Vessel on the established date, the place, and the time, in the same conditions as on delivery, with the same characteristics and suitable for the same use, with all the accessories, equipment, fittings and documents as and in the same places he/she received from the Shipowner upon delivery. If agreed the Shipowner may arrange for cleaning and for repairs or replenishment of material lost or consumed on Charterer's expense for a set flat fee. If for any reason, weather conditions included, the Charterer fails to re-deliver the Vessel at the agreed date and time and at the same good condition as she was delivered to Charterer, then Charterer shall be liable for demurrage to Shipowner at a daily rate calculated pro-rata based on charter fee stipulated herein, increased by fifty percent (50%), for every day or fractional part of a day thereafter until delivery has been effected. If the Charterer shall leave the Vessel at any place other than disembarkation port stipulated herein, then Charterer shall be liable to ensure that the vessel is cared for by qualified persons until the Shipowner is able to take possession of her. Further he is liable to pay to the Shipowner all expenses for transferring the yacht to the place of redelivery and pro-rata demurrage as stipulated above for the number of days required for this transfer and re-delivery, as well as for any loss or damage not covered by the insurance policy, which may occur on or to the Vessel until she has been taken over again by the Shipowner.
- The Charterer must pay all the expenses connected to the use and consumption of the Yacht during the charter period and for fuel, oils, water, electricity, harbor fees and dues, anchorage and mooring dues, local and custom taxes/duties, pilotages, employment of radiotelephonic equipment on board.
- Unless otherwise agreed, The Charterer is bound to enter the delivery harbor by the deadline, in the way he/she can hand over the Vessel by the deadline showed in box "Re- delivery" having already settled all costs and obligations of the Charter period. The Charterer is liable for failing to return the Yacht at the agreed time and place, even in case unforeseeable circumstances, force majeure, port traffic or breakdown. Parties can agree on a different redelivery time.
- The charterer is responsible to plan and carry out the vessels itinerary in such manner so as to reach the port of call farthest away from the point at which the vessel must be returned to the Shipowner within the first one third of the charter period (1/3) and that two days prior to the termination of the charter the vessel's port of call shall lie at distance no greater than forty (40) NM from the point at which the vessel is to be delivered to the Shipowner and that the vessel shall be berthed at the disembarkation port designated heir in by 18.00 pm on the day prior to the charter period end date.
- The delivery back may be considered completed once the inventory list, the diving inspection, and the signature of the "Record of return" form are done.

4.4 CRUISING AREA / NIGHT SAILING / CREW LIMITATIONS / SUB RENTING

- The Charterer agrees to avoid navigation or entry to the off-limits areas as reported in annex A "Forbidden areas". Failure to respect the entry ban in the forbidden areas will imply both the charging of the penalties listed in the contract and the insurance coverage cancellation. If the Charterer requires sailing outside the "recommended cruising area", he/she must be specifically authorized by the Shipowner in writing and he/she must use updated nautical charts of the sailing areas.

- The charterer agrees to anchor the craft off the coast in a safe position and save depths and to maintain a continuous surveillance.
- The charterer shall only sail within the time period between civil dawn and civil twilight unless specifically authorized by the Shipowner. By international standards, civil dawn is the period between the lighthouse shutdown and the actual sunrise, while civil twilight is the period between sunset and lighthouse switching on. Thus, unless specifically authorized by the Shipowner, navigation is forbidden during the time period when lighthouses are on.
- The charterer will respect the minimum crew requirements as well as the maximum number of persons who may be carried on board.
- The Yacht cannot be sub-chartered, nor will this agreement have assigned to third parties nor any right arising thereof without the express authorization of the shipowner.
- The Charterer will expressly use the Yacht exclusively for recreational use and takes due note that the carriage of goods and passengers is forbidden as well as any other type of commerce or financial activity.

4.5 IN CASE OF DAMAGE

- In case of damage, breakdown, or accident the Charterer must immediately notify the Shipowner as per "Damage procedure". He/she may continue navigation only if this will not worsen the damage or endanger people and/or the craft and only upon Shipowner's authorization. He/she may not carry out any repairs without the prior authorization of the Shipowner. The costs necessary for the repairs are on Charterer's account and he/she will be refunded only if the cause cannot be attributed to him/her under the conditions of the present charter contract. The Shipowner may withhold the security deposit to safeguard his rights until such time as said liability has been fully established, without any obligation to pay any amounts on account of interests, damages, or other reasons.
- Should - without there being any liability on the part of the Charterer - the boat suffer any breakdown solely in respect of the engine, the transmission, the reversing gear, the standing and running rigging, the sails, the batteries, rudder blade, and/or the alternators which may prejudice its full use for over 12 hours (excluding the first night following the breakdown) the Shipowner will only be held to allow the Charterer to recover those hours not enjoyed and all other forms of compensation and/or refund are thus excluded. This recovery will take place, at the Shipowner's discretion, at the end of the charter period or by means of the issue of a credit note for subsequent charters. Any form of monetary refund is expressly excluded. It is hereby specified that this warranty is applicable solely in the case that the average occurs in the recommended sailing navigation area and the warranty is therefore excluded should the breakdown occur in a different area of sea.
- The Charterer may not demand repairs and/or assistance except in the hours between 08.00 and 20.00 and in areas that is within the recommend sailing time. It is agreed that the cost of any repairs and assistance not chargeable to the Shipowner under the conditions of the present charter contract must be paid by the Charterer at the usual current market rates, plus the cost of the materials used.
- No time bonus may be granted to the Charterer in case of damages to echo-sounder, boiler, log, fridge, bilge system, dinghy, outboard, anchor windlass, hi-fi, autopilot, and every other equipment not reported in the second paragraph of this article. Any failure of the listed items does not entitle the Charterer to any compensation and / or reimbursement.
- Any request for reimbursement shall be made by the Charterer directly to the Shipowner within the day of redelivery of the Yacht. Beyond such time limit or if the claim is made to other people than the Shipowner, the Charterer will lose any reimbursement right.

5 SAILING REQUIREMENTS / QUALIFICATIONS

- The skipper must provide a valid sailing license; if the skipper does not have a valid sailing license, or if it is insufficient, or if his/her knowledge and skills are not, in the Shipowner's incontestable opinion, sufficient for the type of boat and for the safety of the persons on board, the Shipowner may refuse to deliver the vessel documents. The skipper must also provide any additional required license/certification needed for the type of yacht/navigation he/she wants to conduct (by way of example: VHF license) by absolving the shipowner of any liability.
- Minimum requirements involve that,
 - one crew member presents the Port Authority an appropriate sailing certificate, proving his competence as Skipper, and
 - one experienced crew member is declared as Co-skipper; Co-skipper should possess equivalent certification as Skipper or may otherwise sign a self-declaration statement for the port authority verifying his sailing experience.
 - Subject to applicable Greek legislation, qualifications are to be approved by the local Port Authority on the day of departure. Charterer is always liable for suitability of his qualification and certification. Day Skipper Certificates may be rejected by the Port Authority and Charterers are therefore advised to ensure they have an International Certificate of Competence (ICC). Typically, any holder of "Day Skipper" certificate can obtain their ICC from the yachting association that issued their Day Skipper certificate, and the process usually requires nothing more than a simple application. Also, any other certificates bearing daylight use limitations are being rejected by Greek port authorities if charter duration exceeds 24 hours. Other causes of license rejection may include navigation limited to less than 20nm.
 - The shipowner shall not be responsible if skipper certification is rejected by Port Authority and reserves the right to require that charterers hire a professional skipper if their sailing skills and qualifications are deemed insufficient.

6 CANCELLATIONS AND CHANGES

6.1 CHARTERER CANCELLATION

- In any case of cancellation, a minimum 500€ administration fee is applied.
- The Charterer, notwithstanding the deposit paid at the time of booking which will be kept by the Shipowner without any right of a reimbursement whatsoever, may withdraw from the charter contract up to the 60th (sixtieth) day prior to the beginning of the charter period. It is understood and agreed that from that time the contract will be considered confirmed, and the Shipowner will be entitled to receive the total payment of the charter, or the cancellation fees reported. Therefore, failure to use the craft during the charter period does not entitle the Charterer to any refund whatsoever.
- The withdrawal must be notified to the Shipowner in writing to info@sailways.gr and must be approved with a cancellation number.
- In case of withdrawal on behalf of the Charterer, the following cancellation fees will be applied:
 - in case of cancellation notified within 8 weeks prior to the beginning of the charter, a fee equal to 60% of the charter fee will be applied;
 - in case of cancellation notified within 4 weeks prior to the beginning of the charter, a fee equal to 80% of the charter fee will be applied;
 - in case of cancellation less than 4 weeks prior to the beginning of the charter, a fee equal to 100% of the charter fee will be applied.
- In case of interruption of navigation of the boat upon charterer's request or cause as well as in case of no use of the yacht during the period of validity of the contract due to facts of the Charterer, he/she will not have the right to any refund whatsoever, but he/she must comply with all the terms and conditions of the contract.
- Shall any of the above circumstances occurs between July 1st and August 31st, the Charterer will have to pay for the mooring place in the embarkation port for all the charter periods.

6.2 OWNER COMPANY CANCELLATION – FAILURE TO DELIVER

- Should the Vessel become an actual or constructive total loss before the charter commencement date period, then all amounts collected from Charterer under this Agreement shall be due for immediate reimbursement to Charterer. In any such event neither Shipowner nor Brokers are liable to ensure availability of a substitution vessel nor to indemnify the Charterer for consequential damage (as for example for travel and / or accommodation costs) incurred by Charterer under provisions of this Agreement.
- The shipowner reserves the right to recall the yacht due to unexpected circumstances (i.e., Severe weather conditions etc.) in which case a credit voucher for use on future charters will be given, or the charter will be extended or cancelled. If the charter gets cancelled because of the Shipowner, except for reasons beyond his control or because of the charterer's nonpayment of any amounts due under the contract, the charterer is entitled to receive a credit voucher, or a full refund of all monies paid. Notwithstanding the foregoing, no refund or compensation will be paid if charter is cancelled due to unusual and unforeseeable circumstances beyond shipowner's control, the consequences of which could not be avoided even if all due care had been exercised; such as (by way of example and not by way of limitation) war, riots, civil disturbances, industrial dispute, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions, acts of God, unforeseeable technical problems with transport for reasons beyond our control or that of our suppliers, closed

or congested ports, hurricanes and other actual or potential adverse weather conditions, flood, epidemics, health risks or pandemics or any other similar events or unforeseen circumstances that may amount to force majeure.

7 YACHT DAMAGE WAIVER AND SECURITY DEPOSIT

For all Bareboat and Flotilla charters, the charterer will be required to provide cover against accidental damage or loss to the vessel and ancillary equipment and either purchase Yacht Damage Waiver upfront or pay a higher Security Deposit at the base as further detailed below.

In the event the charterer or a crew member cause damage or loss to the vessel (howsoever caused) or to property belonging to a third party the charterer will be liable for the damage up to the value of the Security Deposit paid at the Base, except in the case of gross negligence as defined below.

If damage or loss to the vessel, any ancillary equipment or to property belonging to a third party and such damage or loss is caused because of gross negligence or reckless conduct the charterer will be liable for the full extent of the loss suffered and the shipowner's right to claim will not be limited or waived in any way by the payment of the security deposit or purchase of Yacht Damage Waiver. Acts that will be considered as gross negligence or reckless conduct will include, without limitation, sailing outside of defined sailing areas and/or hours, sailing the vessel under the influence of alcohol and/or drugs, not always having sufficient crew in charge of the vessel, not being in control of the vessel by means within the control of the Skipper. During the booking process the option of either purchasing Yacht Damage Waiver or paying a higher Security Deposit at the base as set out below will be provided. The charterer will not be able to proceed with the booking before agreeing to one of the options and by asking for a booking confirmation the charterer is agreeing to comply with the content of this section and make any required payment.

OPTION 1 – YACHT DAMAGE WAIVER

The Yacht Damage Waiver will be added to your booking. The charterer will be provided with the cost of purchasing the Yacht Damage Waiver during the booking process which will be added to the overall cost. In addition, the charterer will be expected to pay a sum depending on the size of the boat, as damage deposit upon arrival at the yacht base. The damage deposit will be taken prior to embarkation and if the charterer does not pay the shipowner reserves the right to cancel the booking without further liability and without any right to a refund and the charterer will not be entitled to continue with the charter.

OPTION 2 – SECURITY DEPOSIT

Only the charterer will be asked to pay a sum depending on the size of your boat, as Security Deposit upon arrival at the yacht base. The Security Deposit will be taken prior to embarkation and if the charterer does not pay the shipowner reserves the right to cancel the booking without further liability and without any right to a refund and the charterer will not be entitled to continue with the charter.

The Charterer lays under commitment to provide a security deposit at the time of embarkation on the Vessel by pre-authorization of credit card or in cash. The deposit shall be terminated in its entirety upon the return of the vessel, unless an existence of a damage or a defect on the vessel or the equipment is found during the handover of the vessel, and unless there are no claims by the shipowner, filed or announced claims by the third persons, that are connected to the usage of the vessel. In case of loss of or damage on the equipment, particular parts of the vessel or the vessel itself, or existence of other reasons as stated in this Contract, the shipowner shall retain/charge the amount (a part or the whole deposit), which corresponds to the indemnification or value of repair, acquisition and/or purchasing the equipment or part of the vessel. In case the caused damage has the consequence that the vessel cannot be furtherly chartered, the shipowner company has the right to retain the amount corresponding to the loss of profit. Security deposit can be made solely by pre-authorization of credit card or in cash. The actual amount of security deposit for the type of vessel chartered is stated in the Price List.

- The Security Deposit paid under either Option 1 or Option 2 will be used as security for any loss or damages suffered by the Company because of any breach of these booking conditions by the Charterer and any damage caused to the yacht or its contents during the charter period. The charterer cannot apply or deduct any portion of the damage deposit from the final balance payable for the charter. The charterer must sign a form before embarkation confirming that he/she fully understands his/her obligations in the event of any loss or damage to the vessel, ancillary equipment, or third-party property.
- On return of the yacht to the base following the charter period and following inspection of the yacht by the base staff, if there is no apparent damage to the yacht on its return, the base staff shall, where applicable, refund the relevant Security Deposit paid by the charterer (please note that Option 1 pre-paid monies will not be refunded) to the charterer as soon as reasonably possible.
- If the base staff determines that accidental damage or loss was caused to the yacht and/or its contents during the charter period, the charterer is liable to the shipowner for all losses and damages incurred as a result up to the value of the security deposit left at the base. If it is determined that damage or loss was caused to the yacht and/or its contents during the charter period because of gross negligence or reckless conduct, the charterer will be liable to the shipowner for all losses and damages incurred as a result. In both instances the shipowner reserves the right to retain, where applicable, part or all the relevant security deposit paid by the charterer. The shipowner may use all or part of the damage deposit paid by the charterer to repair any damage caused to the yacht or its contents during the charter period, including without limitation the costs involved in lifting the yacht for a full inspection to assess the damage to the yacht.
- Retention of the security deposit will not in any way limit or prejudice any claim which the shipowner may have over and above the sum of the security deposit paid by the charterer where the loss or damage was caused or contributed to by the charterer's gross negligence or reckless conduct and in these circumstances the charterer will remain liable to the shipowner for the balance of any such losses or damages incurred over and above the sum of the damage deposit paid by the charterer. In the event that the losses or damages suffered as a result of any breach by the charterer of these booking conditions and any damage caused to the yacht or its contents during the charter period is less than the relevant damage deposit/Security Deposit paid by the charterer, the shipowner shall refund, as relevant, part of the Security Deposit paid to the charterer as soon as reasonably possible after the damage has been repaired or the repair costs have been ascertained. In the event of any disagreement over damage or loss, the shipowner shall retain the relevant Security Deposit until the matter is resolved. If loss or damage caused by the charterer's gross negligence or reckless conduct is more than the level of the damage deposit the shipowner reserves the right to pursue a claim against the charterer for the full extent of loss.
- Charterers choosing to participate in sailing regattas will be required to pay a non-refundable race supplement in advance plus an additional Damage Deposit payable at the base for rigging or collision damage. This is payable by credit or debit card in addition to the relevant Yacht Damage Waiver. All charterers planning to participate in a sailing regatta are required to obtain prior consent from the shipowner.
- ENVIRONMENTAL DAMAGE. The charterer shall be solely responsible for any fees or fines determined by the laws of Greece. Damage to the environment includes but is not limited to damage to natural or artificial reefs.

8 EQUIPMENT AND YACHT INSURANCE COVERAGE

- The Vessel will be delivered insured with an insurance policy in compliance with the Greek Legislation requirements, against fire, marine and collision risks and third-party liability and the Charterer shall therefore be relieved of all liability which is covered by the said Policy, provided that such loss or damage is not caused or attributed to any act or omission either willful or by negligence of the Charterer or his party. The Charterer shall remain liable for any loss, damage or liabilities arising from any act or negligence of the Charterer or his Guests aboard the Vessel not recoverable by the Shipowner under his insurance, not excluding Charterer's liability for claims asserted by the hull underwriter (recourse). The Shipowner shall not be under any liability for the loss or damage to the personal property of or for any injury to the Charterer or any person aboard the Vessel during the charter period. The Charterer should carry independent insurance for personal effects whilst aboard or ashore and for any medical or accident expenses (including emergency transport evacuation) incurred; this policy has an allowance which is covered by the Charterer's security deposit
- In any case, all damages due to Charterer's fault are not covered by the insurance policy, as follows:
 - If the Charterer is not allowed to conduct the boat according to the Law, neither has he/she named a Skipper with appropriate license.
 - In case the boat is conducted by a person under the influence of alcohol and drugs in accordance with the rules in force.
 - In case the boat is used for waterskiing, towing of parachutes, climbing or hang glider.
 - In case of sailing within the forbidden areas listed in the contract.
 - Serious fault of the Charterer or of any other person to whom the pleasure craft is entrusted in any capacity.
 - Insufficiency of the measures and / or mooring, anchoring and protection systems of the pleasure craft itself.
 - In case of failure to comply with the rules of the navigation code.

- Sailing outside the charter period and specifically sailing after the “return” time.
- In no case whatsoever the Charterer can claim any refund to the Shipowner for damages suffered or provoked to third parties.

9 BREACH OF CONTRACT

- The Charterer and all legal crew members are directly liable for every breach of this present charter contract. The Charterer undertakes to disclose the contents of this contract to all crew members.
- Any obligations relating to the craft contracted by the Charterer with third parties must be assumed in the Charterer’s name, without spending the name of the Shipowner. The Charterer is the only party liable for the fulfillment of any such obligations.
- Should the boat be arrested or blocked or seized for reasons attributable to the Charterer, the latter must pay the Shipowner a compulsory contractual indemnity equivalent to the charter rate applicable for the period, for the entire duration of the arrest/blockage.

10 PENALTIES

- Violation of the obligations listed in the paragraphs of this contract due to the Charterer’s negligence, will imply his/her accountability for any damage suffered by the yacht and/or the crew and the cancellation of the insurance coverage. This will also imply the right of redress on behalf of the Insurance Company towards the Charterer for all material damages of the yacht and obligation that must be refund to the Shipowner for the loss of income and for the loss of the value of the yacht.
- The Charterer irrevocably authorizes the Owner to charge the following penalties if failing to comply with the provisions of this contract on his/her credit card. The Owner can in any case ask the Charterer any other cost or damage that can’t be directly charged on the Charterer credit card.
- Failure to comply with the requirements of the yacht’s redelivery:
 - € 100,00 for each hour beyond the agreed time of return reported in the contract.
 - € 100,00 for each hour of delay in case of late disembarkation beyond the agreed time reported in the contract.
- Failure to comply with the provisions concerning navigation that the Owner can prove in any form:
 - € 200,00 for each access to forbidden areas.
 - €100,00 for each access to protected marine areas without the necessary authorization.
 - € 100,00 if sailing during not-allowed time slots under this contract unless prior authorization of the Owner.
 - € 500,00 when using the yacht for purposes not allowed by this contract unless prior authorization of the Owner (i.e., regattas, etc.).
 - € 100,00 for each administrative procedure related to sanctions imposed by the Maritime Authorities during the charter period.
 - € 200,00 if while sailing the dinghy is towed with the outboard (which can be proven by the presence of sea salt in it).
 - € 500,00 if sailing under off-limits weather conditions not allowed by this contract.
- Failure to comply with the provisions for the yacht regular maintenance that the Owner can prove in any form:
 - € 100,00 for each hour that the battery voltage drops to levels below 11.8 volts due to negligence on the part of the charterer.
 - € 100,00 for each maintenance operation done onboard without prior authorization of the Owner.
 - € 200,00 if evidence of sea salt is found inside the outboard.
- Failure to promptly report any damage, accident, incident, and malfunctioning:
 - € 500,00 for each event not reported as per “Damage Procedure”.
- Redelivery of the yacht in different conditions not in accordance with this contract that the Owner can prove in any form:
 - € 100,00 if crockery is left dirty.
 - € 50,00 for each room in extremely dirty conditions.
 - € 50,00 if garbage is left onboard.
 - € 200,00 per each WC if toilets do not work because of objects or toilet paper inside.
 - € 100,00 for each waste tank not emptied and/or closed.
 - € 50,00 if fuel tanks are not refilled (in addition to the cost of the missing fuel).
 - € 100,00 if smoking below deck.

11 RESPONSIBILITY

- Yacht’s specification and equipment may vary from those presented on internet or promotional material; exact yacht & equipment details are valid only as listed / described in the specific offer statement provided by the shipowner in response to each inquiry. Information, photos, and videos on webpages is not binding and does not constitute contractual document, it is only indicative as to the type and model of the yachts offered. They are not actual pictures or actual videos of the vessels offered by the shipowner company (unless expressly stated therein).
- Described services and facilities are indicative. They may vary depending on actual conditions (for example the period, base or yacht chartered).
- Only documentation (forms / contracts / checklists) issued by the shipowner can be accounted for as official proof of the conditions of each charter and guest comments and evaluations on such forms are to be accounted for as testimony on the services provided. Any other documents / forms aside those issued by the shipowner (i.e., for Inventory, Delivery and Redelivery etc.) will be disregarded.
- By requesting Charter Party to be issued, Charterer and Agents acknowledge to have read, understood, and agreed to the terms and conditions of booking and of Charter Party.
- By receiving full payment of the charter fee, this contract authorizes the shipowner to sign the charter agreement to speed up the document process and avoid loss of time.
- By taking delivery of the yacht, even if effected and signed by Skipper, Charterer confirms acceptance without modification of all Charter Party Terms & Conditions and assumes full responsibility pursuant to those terms.
- Shipowner company is not responsible for any typing errors that may occur.

12 LIABILITY / CONDITIONS OF CARRIAGE / LIMITATIONS

- Neither the shipowner company, its affiliates, owners, officers, agents, or employees, shall be held liable for any act, default, injury (including death), loss, expense, damage, deviation, delay, curtailment or inconvenience caused to or suffered by any person or their property, howsoever arising, which may occur or be incurred by any organization or person, where such act, default, injury, loss, expense, damage, deviation, delay, curtailment or inconvenience may have been caused or contributed to by defects or failures of any aircraft, vessel, automotive vehicle or other equipment or instrumentality under the control of independent suppliers. The charterer further understands that if he/she purchases any optional activities that are not part of the pre-booked charter itinerary (including, without limitation, shore excursions and tours, however conducted, airline flights and ground transportation), these activities are operated by independent contractors; the charterer agrees to seek remedies directly and only against the third-party supplier and not hold the shipowner company responsible for their acts or omissions.
- The charterer understands and acknowledges that traveling on the yacht may involve risk and potential exposure to injury. The charterer also realizes and acknowledges that risk and dangers may be caused by the negligence or participation of other passengers, they may arise from foreseeable and unforeseeable causes, including weather and other acts of nature, aforementioned risks, dangers and hazards are a potential in connection with recreational activities which may take place during the charter of the yacht, and that the charterer is willingly and knowingly electing to sail on the yacht in spite of such potential risk of danger.
- In recognition of the inherent risk of the travels and related activities in which the charterer is intending to engage, the charterer confirms that they are physically and mentally capable of sailing on the yacht, and they willingly and voluntarily assume full responsibility for any injury, loss or damage caused by them. It is the charterer’s responsibility and obligation to inform the shipowner, at the time the booking is made, of any medical or physical disability or limitation that might disable or render them unable to perform or safely sail on the yacht. The charterer’s failure to do so will release the shipowner from any liability for loss, damages or other compensation arising from or related in any way to such disability or condition. The charterer further

acknowledges that they are the best judge of their own conditions and limitations and that it is incumbent upon them to fully disclose the full extent of any such conditions or limitations to the shipowner company.

- In consideration of the services and arrangements provided by the shipowner company, the charterer, does hereby release, waive, discharge, hold harmless and agree to indemnify the shipowner company, and its owners, officers, directors, employees and affiliates from any and all claims, actions, or losses for emotional injury, bodily injury, property damage, wrongful death, loss of services, lost profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise out of or occur during the charter activities conducted in conjunction therewith and shall include, without limitation, any loss caused by breakage of shafts or any defect or unseaworthiness in hull, machinery or appurtenances, equipment, furnishings, supplies or officers or crew of the yacht or its launches or watercraft; fault or neglect of the Skipper, tugs, officers or members of the crew, agents, servants, independent contractors; the quality, nature or consequences of medical or surgical treatment; the charterer's negligence or caused by your breach of this charter; or which results from their acts, omissions or defaults or any person acting on the charterer's behalf, or which results from the acts, omissions or defaults of, or any claims asserted by, the other Passengers on the yacht. The shipowner company is not liable for injury, illness or death of any Passenger unless directly caused by the negligence of willful misconduct of the shipowner company. Regardless of the situation or circumstances giving rise to a claim, the charterer waives any right to seek consequential, punitive, or exemplary damages against the shipowner company, its owners, directors, officers, employees, agents, and affiliates, for any reason whatsoever.
- The shipowner company's maximum liability, for any reason whatsoever, will be limited to the amount paid by the charterer to the shipowner for the charter. If any international convention applies to, or governs, any of the services or facilities included in the holiday arranged or provided by the shipowner and the charterer makes a claim against the shipowner of any nature arising out of death, injury, loss or damage suffered during or as a result of the provision of those services or facilities, the shipowner's liability to pay the charterer compensation and/or the amount (if any) of compensation payable will be limited in accordance with and/or in an identical manner to that provided for by the international convention concerned (in each case including in respect of the conditions of liability, the time for bringing any claim and the type and amount of any damages that can be awarded). International Conventions which may apply include, without limitation: in respect of carriage by sea, the Athens Convention 1974. For the avoidance of doubt, this means that the shipowner is to be regarded as having all benefit of any limitations of compensation contained in any of these Conventions or any other international conventions applicable to the holiday. Other than as set out above, and as is detailed elsewhere in these Terms and Conditions, the shipowner shall have no legal liability whatsoever to the charterer for any loss or damage.
- To the full extent permitted by law, all representations, warranties, or terms (whether express or implied) other than those expressly set out in these booking conditions are excluded.

13 MEDIATION / ARBITRATION - APPLICABLE LAW

- The present contract is governed by the Greek Law. Whenever the present contract has been translated into another language different from Greek, the Greek version will prevail.
- In the context of this Agreement all persons permitted aboard the vessel by the Charterer during the charter period shall be deemed vicarious agents of the Charterer and their signature on charter documentation shall be binding to Charterer. Brokers act in good-faith and enter this Agreement as mediators only. Due to legal provisions applicable in Greece, Charterer must have a separate charter agreement, declared with the local Port Authority before he takes delivery of the Vessel, bearing the same terms and conditions, drafted in the language of the Shipowner country. In the event of any dispute arising between the parties hereto with respect to this Agreement or anything herein contained the same shall be referred to two Arbitrators in Greece one to be appointed by each party, whose decision shall be final or to an Umpire to be appointed by such Arbitrators, if and when they shall disagree, the decision in such event of the Umpire to be final.
- All disputes between the charterer and the shipowner must be settled directly between these two, in English language. If arbitration or court proceedings are required, the place of jurisdiction is Greece. For any disputes between the Charterer and the shipowner, the law of shipowners' country of residence shall apply.