

TERMS AND CONDITIONS of this signed charter contract

1. The signing of this Agreement by the Ship-owner and/or his Broker becomes valid and connects the Ship-owner to his obligations hereinafter mentioned on condition only that the Ship-owner will actually receive by Charterer the sums of the payments stipulated herein, in cleared funds no later than the dates specified in this Agreement.

3. Redelivery of the vessel The Charterer agrees.

- a. to re-deliver the Vessel at the agreed date, time and place, **without any damages and debts, refueled, cleaned, together with all her equipment in the same good condition as she was at delivered.** If agreed the Ship-owner 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 Ship-owner 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 affected. 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 Ship-owner is able to take possession of her further he is liable to pay to the Ship-owner 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 Ship-owner.
- b. to deposit a security amount herein referred to as **"security deposit"** which shall be held by the Stakeholder on Owner's behalf and may be used in, or towards, discharging any loss, damage or liability that the Charterer may incur under any of the provisions of this Agreement. If not required the security deposit shall be refunded without interest to the Charterer, subject to the provisions above, after redelivery and inspection of the Vessel, her gear and her inventory by the Ship-owner or after settlement of all outstanding questions, whichever is later. Once the Charterer has checked out of the vessel and the check in report is signed by him then he has no further claim from the Ship Owner or the Broker.
- c. not to use the Vessel for transporting passengers, nor for racing (unless otherwise agreed in written form only), nor for towing other craft except in an real emergency **AFTER MUTUAL AGREEMENT WITH THE SHIPOWNER,** nor generally for any purpose other than that of private pleasure of the Charterer and his party which must include no less than one qualified Skipper and one experienced sailor, but not more than the maximum number of persons permitted aboard at berth and at sea as per Vessel's licensing and documentation **nor to accommodate aboard any person other than those shown on the crew / passenger list nor to take the Vessel or permit her to be taken outside the cruising area which is Greece (unless otherwise agreed written form only) nor to sublet the Vessel without the written consent of the Ship-owner.** The charterer **can not use the boat for any kind of business or re-rent it.(cabin charter, sailing schools, diving schools or similar)**
- d. not to commit or allow any person on board to commit any act or omission, either willful or negligent, contrary to customs, to fishing, diving or other legislation applicable at cruising area nor to seek and / or take possession of objects of **archaeological** nature or value and that in case any illegal act is committed this Agreement shall thereupon terminate without prejudice to any rights of the Ship-owner and the Charterer shall carry alone any resulting liability and shall answer alone to the Authorities and indemnify and hold harmless the Ship-owner and the Broker(s) from any and all claims made by any person, entity or authority in relation to chartering the Vessel, and from any and all liability whatsoever for any cause of action, lawsuit, or damages for any acts, omissions, incidents, or events that have taken place in connection to chartering the Vessel and Charterer's obligation to indemnify the Ship-owner and the Brokers extends and is not limited to payment of any and all costs of litigation, attorney fees, and damages related to defending an indemnified claim or appeal.
- e. To take every **possible preventive measure and precaution to avoid to bring the Vessel in any condition in which the Vessel will need to be towed to any point by another vessel,** but towing the yacht should such a necessity arise in spite of the Charterer's efforts, to notify immediately the Ship-owner and if such contact is impossible to negotiate and agree in writing with the captain of the other vessel **on the price to be paid, before allowing the Vessel to be towed. In any of the above cases the charterer is full responsible of any damage or loss caused to the company or the shipowner. The same should be in force in case of running aground or sinking the vessel.**
- f. **not to leave a port or anchorage if the wind force is or is predicted to be over six (6) of the Beaufort Scale or if the Port Authorities have imposed a prohibition of sailing or while the Vessel has non repaired damage or any of her vital parts such as engine, sails, rig, bilge pump, anchoring gear, navigation lights, compass, safety equipment, etc. are not in good working condition or without sufficient reserves of fuel or in general, when weather conditions or the state of the Vessel or her crew or a combination of all are doubtful considering the safety of the Vessel and her crew.**
- g. to when necessary **promptly reduce sails area and not to allow the Vessel to be sailing under an amount of sail area greater than the one ensuring comfortable sailing without excessive strains and stresses on the rigging and the sails,** not to sail the Vessel in any area not sufficiently covered by the charts at his disposal or without having previously studied the charts of the area and other printed aids on board thoroughly, not to sail the Vessel at night without all navigation lights in operation or without sufficient watch on deck.
- h. to regularly keep a log book up to date, noting each day the port of call, the state of the yacht and her equipment, the times, positions, weather conditions, sail plan and hours of engine operation and record without any delay any change in the composition of the crew on the crew list.
- i. to plan and to carry out the Vessel's itinerary in such a manner so as to reach the port of call farthest away from the point at which the Vessel must be returned to the Ship-owner (Turn-Around Point) within the first one third (1/3) of the charter period and that two days prior to the termination of the charter the Vessel's port of call shall lie at a distance not greater than forty (40) N.M. from the point at which the Vessel is to be redelivered to the Ship-owner and that the Vessel shall be berthed at disembarkation port designated herein by 18.00 pm on the day prior to charter period end date.
- j. to study and acquire a working knowledge of any printed matter pertaining the proper handling of the yacht and to the conditions in the cruising area which may be made available to him by the Ship-owner.

IT IS HEREBY FURTHER AGREED by and between the parties hereto:

4. The Charterer assumes full responsibility for all crew and materials into account and shall care for the Vessel as his own following the rules of good seamanship and in compliance with the relevant statutory provisions and regulations at cruising area. The Charterer warrants

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that he possesses required license for skippering the Vessel or that he will be accompanied by a crew member as skipper who has required certification and that skipper and crew possess necessary navigational and nautical knowledge and experience to safely use the Vessel. This Agreement is entered into on the basis of the Charterer's certification and competence in sailing, seamanship and navigation warranted by him and in the event of any error, omission or misinterpretation in this respect being subsequently discovered, the Ship-owner shall be entitled to terminate this Agreement forthwith and to retain all amounts payable by Charterer under the provisions of this Agreement.

5. The Ship-owner (or his representatives) may require the Charterer and his crew to verify their competence in handling and navigating the yacht safely by actually operating the yacht at sea with the Ship-owner or his representative aboard and any amount of time required for this proof of Charterer's competence and seamanship will be considered part of the agreed charter period. In any event that the Charterer and/or his crew fail to satisfy the Ship-owner in this respect, the Ship-owner may appoint or arrange for a Skipper at Charterer's expense for as many days as the Ship-owner will consider necessary for the safety of the Vessel and her crew. Should that not be possible or in case the Charterer shall not agree thereto, the Ship-owner may terminate this agreement as per clause.

6. Prior to delivery of the vessel, Charterer shall thoroughly inspect **her together or independently** with the Ship-owner or his representative, using standardized inspection checklist (**Delivery Statement - Inventory List**), to initiate a 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 necessary and any objections or claims made afterwards, not excluding latent defect, shall be disregarded. The time required to inspect and demonstrate the vessel to the Charterer for familiarization purposes shall be part of the agreed charter period and free use of the Vessel will be granted to Charterer after he has signed the Delivery Statement - Inventory List. The Charterer cannot refuse to take delivery **of the vessel for immaterial deviations or defects. The check in time can NOT be more than 45 (forty five) minutes long and can be done and signed among the charterer and the master skipper and the representative of ship owner.** In case the charter contract is signed and valid among the parties (perhaps also followed by port police authorization etc) the boat is considered received by the charter party/client /crew /skipper and there is not acceptable claim about the condition and the seaworthiness of it accepted in front of nobody and any authorities , medias , port police , or in **front of any other institution public or private.**

7. Once the Charterer **has taken delivery of the Vessel, all expenditures accrued from using,** maintaining (to the extent of maintenance that is a duty of the Charterer) and repairing the Vessel (to the extent that such repairs are not for normal wear and tear) including but not limited to port dues, water, fuel, lubricants and any other stores required, **LOST OR DAMAGED items replenishment, as well as the repair of any damage or failure that may occur while the vessel is** in the Charterer's responsibility **shall be made by the Charterer on his expense,** provided that the previously obtained the consent of the Ship-owner for the technical suitability of the repair to be made. In the case of repairs of damages or failures resulting clearly from normal and natural wear, the Charterer shall previously obtain the Ship-owner consent with regard to the cost and technical suitability of these repairs and the Charterer shall collect the pertinent receipts against which he shall be refunded by the ship-owner at the end of the charter. Any repairs necessary must be made by Charterer prior to redelivering the Vessel but if agreed the ship owner may arrange repairs on Charterer's expense for a set flat fee. It is well understood that if necessary by the nature and extent of repairs required then Charterer shall in due time return the vessel to appropriate repair site and evacuate her so that repairs can be completed in-time and neither ship owner 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.

If any ACCIDENT or DAMAGE OR ITEM LOSS occurs, the Charterer shall **immediately report the event to the ship owner** ,to ascertain the damage or accident and the circumstances in which it has been caused **and to make a written record and statement about it.** Should any of the agreed payments not be received in cleared funds in due time, this Agreement shall be considered canceled by Charterer. In any event of cancellation by Charterer, for any reason whatsoever, except as mentioned in Clause 2 (c) (iii), after signing this Agreement but prior to taking delivery of the vessel, the ship owner 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. In the event that the Charterer should elect to terminate the charter after taking delivery of the vessel and redeliver her prior to the charter period ending date, the ship owner shall not be liable to the return of any proportional part of payments collected, reserving all of his rights under the provisions of this Agreement. . Notices are to be made in in writing, without undue delay, and the time of receipt of the notice by the Stakeholder shall govern. Charterer shall without undue delay notify on any event pertaining to, to damage or even suspicion of damage, grounding, accident, collision, theft, operating breakdown, disabling or seizure of the vessel or her equipment as well as for any foreseeable possibility of delay in redelivery, cancellation, early termination or re-delivery at other port.

In cases of complaints, notice must be given only by the charterer to Stakeholder or shipowner only by written communication specifying the precise nature of the complaint and the full scale proves of the origin and the possible cost of the damage or possible loss within 24-hours of the event or occurrence and not after the charter period has ended. *Any claim or complaint after such period, may be rejected and the claimant shall forfeit its right to any (damage or cost) compensation.*

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 ship owner 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.

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. Broker(s) and Stakeholder in this Agreement shall have no responsibility for any loss, damage or injury to the person or property of the ship owner or Charterer or any of their guests, servants or agents, shall further be under no liability for any errors of judgement or description or

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otherwise, of whatsoever nature and however arising, and shall be under no further obligation, duty or responsibility to the ship owner or the Charterer save as set out herein. Ship-owner and Charterer shall jointly and severally indemnify the Broker(s) and Stakeholder against any liability to any Third Party (person, firm, company or authority) arising from introducing and executing this Charter. 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 ship-owner country. Charterer and Broker hereby authorize Stakeholder to sign and execute on their behalf such charter agreement on site and in the event of conflict between these Terms & Conditions and the ones on the charter agreement executed on site then these Terms & Conditions shall prevail and supersede. 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. The Greek legal authorities are the only ones who are responsible to apply any kind of claims and court cases. The Greek court of Piraeus or Athens are the only applicable law institutions and any other application ,claim or any legal paper or act will not be considered as valid if is not filed to these authorities of Athens or Piraeus Greece.

The charter guarantee might be **paid in cash most preferably or if the ship-owner agrees only by credit/debit card charging (But plus 24% VAT must be inclusive over security deposit amount) before** the charter starts and should be **valid every moment of the charter period**, otherwise the charter must be declared as cancelled or terminated and the boat must stop to the nearest marina. The commission of the credit – debit card is charged to the customer.

The bow thruster is **FOR ASSISTING A SMALL NUMBER OF** steering maneuvers and it's **strongly forbidden to use for more five (5) seconds continuous**. If it is used above that limit every minute it's very possible the batteries to be destroyed very fast and the cost is charged to the customer. In case of damages caused for not respecting the above conditions the charterer should full pay the repairs and the technicians.

It is strongly forbidden the main diesel engine to operate with fast throttle and should **never exceed 2500 rpm**. The **cooling liquid and the diesel oil status should be checked every day and every 3-4 hours** of operating the main diesel engine. **There must be a 2 - 3 seconds waiting (pause) period before switching from forward to neutral and than to reverse or vice versa** , other wise the **transmission system might be severely damaged** because of bad use of the charterer.

The boat should be connected to the shore power at least every one (1) day otherwise any electrical problem (specially the damaging beyond repair of the batteries) will be **charged to the customer**. **The use of a refrigerator and other consumables (mobile phone, computer, and tablet) simultaneously drains the ship's batteries and destroys them. It is strongly forbidden to use such energy consuming units and devices more than 2 hours without charging the batteries via main engine or shore power.!!!!**The domestic batteries circuit of the boat **must be the only source to serve the consumables (refrigerator, mobile phones, lights ,stereo ,electronics etc.)**the engine battery should be isolated if the boat is not charging via shore power , **engine or photostatic!!!!**In any violation of the above cases the charterer **will be fully charged on spot for the damages he created** other wise the amount will be deducted by the given security deposit.

Use of Hydraulics

The charterer **should never use the toilets or the waste water tanks as garbage bin of any mean and never through in the toilet system toilet paper or plastic or any other garbage** .**The Unblocking of each toilet costs 180 euros and of the waste water tank starts from 230 euros per case**. After receiving the boat in the marina the charterer and or the captain of the vessel is the only responsible for the cases of toilet /waste water tank /sewage circuit damages and also for pollution might be created by the vessel!!!!The charter **should not operate the fresh water pumps without pumping water** because they will be destroyed due to improper use and all the repairs will be payed by the charter party

The ship owning company **cannot deliver the vessel to the charterer/ client if he has not paid in full the charter amount as stated in terms** and conditions of the company.

a)The repayment terms apply, as per fifty percent (50%) of the amount of charter party and must deposited within five (5) business days after the charter party confirmation.

b) The full repayment has to be completed thirty (30) days before the selected/ requested date of client's departure. **The company, in case of not receive in her bank account the amount being demanded then the charter party is canceled and the agency and/ or client will NOT be able to claim his initial deposit**

The charterer hereby authorizes to use his credit card details to charge the security deposit until the end of the charter and in case of damage of the boat to charge the amount of the damage. The charterer declares that he authorizes the shipowner or his management authorized personel charge his credit/debit card as described above instead of cash security deposit which he cannot provide right now. The charterer **declares that the credit card shown on this form belongs to him and accept full responsibility for any errors or commissions in the information he has provided**. As annex charterer filled pre-charging form for his credit/debit card for authorization. In case he will not recognize the charged fees and damage repair invoices payed via his card he understands that he causes damages financial and operational to the shipowner and the fleet operator and the charterer might be prosecuted in Greek authorities and courts as possible creator of damages to property and business.

Once the company **delivered the boat to the client** the **shipowner is not responsible for the possible issues such as:**

Any other check-ups which the port authorities require to made

Clients are absolutely aware that they have to respect the navy and the civil law

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The clients are fully responsible for their crew and people which they invited on board

All additional selectable paid extras which are not included in the main charter are not an obligation of Golden Compass Yachts or the shipowners.

The client is obliged to report any damage on time on spot and to be sure that the company staff received the information. If not reporting on time the client will be charged for whole damages on spot. There might be a risk the charterer and the skipper not live on time as the other crew members because of the port police

investigation as per Greek law. In case of major damage it will be obligatory the crew to change the boat or to abandoned the yacht. The company can replace it if there is other available boat at the moment. . Once the client delivers the boat is obliged to accept all the charging fees for the damages he caused to the boat according the ship-owners re-delivery list. If the charterer does not repair the damages he caused within one (1) hour after the redelivery list is signed than he must accept all the invoices and the damages costs that the ship owner will provide. In case of further dispute the Greek court of Piraeus or Athens is the only legal authority where the dispute will be judged. The crew, the skipper and the charterer or their friends have to report any dispute and complains the way and in means described above (written form ,on time and to the proper persons etc..) In case the client or the skipper or the crew or people connected to them are any how reporting to individuals, the press, the social medias, the internet and any other possible public or private mean than the charter party and the members of the crew list will be prosecuted from the ship-owner to the Greek authorities – civil and criminal institutions for ruining the reputation and baseless accusations against the dignity and professionalism of the ship-owner until the possible dispute is final resolved to the last grade of the Greek court.

The charterer should bring the boat back in or Marina Gouvia, NAOK sailing club or OLD Harbour marina in Corfu for check out on time. The **charterer is obliged** to refuel with diesel and redeliver the **boat in the same condition**.If not the part of security deposit which is needed for diesel and repairs **will be deducted asap**..Lost parts of the yacht or the equipment of the boat or from the charterer should be paid cash on spot or per bank after the check out procedure. The only one acceptable proof for payment is bank statement. The company doesn't accept any kind of payment byond cash or **finalized bank transfer**.

The charterer receives the original papers of the boat and he found the boat absolutely on this taste and see worthy and for all the damages which may occur he is responsible. The client arrives late and he and his crew want to sleep on the board and to have check in next morning, he should pay security deposit or damage waiver, transit log fee and all selectable extras and he should sign all the charter party papers before to entrance the boat and to use it. .

The yachts which are | **NOT Allowed to sail out of the greek Water area** in ionian Sea .Any other route will be forbidden and the boat will have to terminate the charter in case is out of greek Waters In ionian Sea.

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