

GENERAL CHARTER CONDITIONS

CONTRACTING PARTIES

The contracting parties are the charter operator (hereinafter: W Yachts GmbH) and the Charterer (hereinafter: The Client), as they are stated in the basic contract document, of which these charter conditions form part. W Yachts GmbH is the user of the vessel rented by the client.

CONTRACT FORMATION

The client confirms to have read these charter conditions, that it has understood their content, including, but not limited to the nautical terminology used herein, as well as that it consents to these charter conditions, including the particular characteristics of the rented vessel and the sport activity possibilities eventually connected thereto.

CHARTER FEE AND PAYMENT

Charter fee includes vessel dues for its usage in the period in the contract. The charter fee includes the usage of the inventory in the vessel. Charter fee does not include port taxes, fuel, gas and water expenses necessary for the normal operation of the vessel, tourist and residence taxes, final cleaning cost and mooring place out of home marina. The chartered vessel with the complete equipment can be used only after the payment was regularly settled to W Yachts GmbH account:

- 50% of the charter fee upon conclusion of the contract
- 50% of the charter fee latest 30 days before the day of arrival, unless the contract is concluded later, in which case the payment of instalments at hand to be made together with the one pursuant to the previous item.

Obvious mistakes in the calculation of the charter fee or the inconsistency in respect of particular charter condition do not entitle the client to withdraw from the contract. Such mistakes and inconsistencies shall be eliminated in accordance with the pricelist of W Yachts GmbH and the contractual obligations of W Yachts GmbH

If payments are not made by the due dates, W Yachts GmbH reserve the right to cancel the contract reservation and to charter the yacht to a third party. In case the client pays the first down payment charter fee without sending back signed rental agreement, it is automatically agreed, that the client must read and accepted all terms and conditions in full power. For late bookings 100% booking fee with security deposit must be settled on W Yachts GmbH account unless agreed otherwise.

SECURITY DEPOSIT

The security deposit must be settled together with 2nd charter fee payment on W Yachts GmbH bank account, alternatively it can be settled in starting marina with credit card upon clients guarantee, that there will be active no active credit card limitation present on the day of payment to prevent payment in full amount. If such case occurs, W Yachts GmbH reserves the right NOT to release the vessel until client has settled the full amount with another credit card or cash. The customer agreed that W Yachts GmbH will make a pre-authorization for the amount of the deposit and can charge later the credit card if the vessel will return in different state than started.

The security deposit shall be refunded in its full amount unless the existence of damage or a defect on the vessel equipment is found during the returning of vessel. On return of the yacht to the base following the charter period and inspection of the vessel on part of W Yachts GmbH in the event that W Yachts GmbH are satisfied that there is no apparent damage to the yacht on its return from the client, W Yachts GmbH shall refund the relevant security deposit paid by client in

14 days after the charter finish date. In case of loss or damage on the equipment, particular part of the vessel or the vessel itself, W Yachts GmbH will charge the full amount of deposit and will spend retain the amount (a part or the whole deposit), which corresponds to the value of the repair acquisition and/or purchasing the equipment or particular part of the vessel. In case the caused damage has the consequences that the vessel cannot be further chartered, W Yachts GmbH, has the right to retain the amount corresponding to the loss of profit. After the repair will be completed W Yachts GmbH will settle final invoice for the name of customer and if the invoice will be lower than the deposit, the difference will be given back to the customer. In any event that the security deposit is used, W Yachts GmbH reserves the right to claim from the client the entire damages suffered by W Yachts GmbH due to the breaches of the client that lead to the retention of the security deposit.

TRAVEL TO AND FROM BASE

The travel of the client to and from the marina base is not part of these charter conditions. Should the takeover be deferred due to the client or the crew members being late, the cost charged in relation thereto shall not be refunded. The client is aware of the fact that is renting a device intended for sale and that agreed charter conditions do not entirely cover the legislation concerning tourism.

W YACHTS GMBH OBLIGATION

W Yachts GmbH is obligated to deliver a completely clean and dry vessel in a seaworthy condition with full fuel and water tanks in the agreed time and place to the client. If W Yachts GmbH cannot place the vessel at disposal at the agreed place 12 hours after expiry of the time period for the takeover, the client can demand only the amount of the charter fee proportionate to the time, when the vessel was not available to the time of the entire charter lease; any other rights to indemnification are excluded.

In case of damage or defect on the vessel or its equipment during charter, the client is obligated to inform W Yachts GmbH immediately. W Yachts GmbH will then process this information and provide assistance, depending on the found origin of damage/defect; whether it was made on purpose or whether it is a result of natural yacht consumption, which is to be decided by relevant institution (Insurance and service company)

VESSEL HAND-OVER

The client will take over the vessel in agreed time and place. Any possible objections must be made until the start of navigation. The possible covered defects on the yacht or its equipment, which couldn't be known to the client at the moment of takeover, as well as defects which could arise after the takeover, do not give the right to the client to reduce the charter fee. The deficiencies in the outfit of the vessel or the appliances installed on the vessel (i.e., inconsistencies of the actual state of affairs as opposed to the outfit/appliances list presented to the client) do not entitle the client to claim reduction of the charter fee, as long as the security and seaworthiness of the vessel are ensured.

Having signed the hand-over protocol, the client declares that the vessel has been taken over in good condition, clean and with full fuel and water tanks, as well as that entire inventory, instruments and appliances are in good working conditions. All potential defects, damages or missing part of the vessel must be made manifest in the hand over protocol.

W Yachts GmbH reserve the right NOT to hand over the yacht if:

- according to the observations of W Yachts GmbH the client is not competent for any reason to operate the yacht (as is required by skipper license – no alcohol or drugs) in which case W Yachts GmbH is entitled to allocate the client a skipper to the vessel and charge for it;

- the charter fee has not been paid in accordance with these charter conditions;
- if the security deposit has not been given in accordance with these charter conditions;
- the necessary documents are missing or incomplete.

If the client fails to take over the vessel within 24 hours from the initially foreseen deadline, W Yachts GmbH is authorized to give up the contract. In the event that W Yachts GmbH is not in position to deliver the agreed vessel or an adequate replacement (the latter representing a vessel similar as regards the dimensions, inventory and instruments) and the event that the delay due to replacement vessel provision is longer than $\frac{1}{4}$ of the charter period or 3 days at the most, the client shall be entitled to withdraw from the contract, in which case the payments made until the withdrawal shall be returned to the client. In such case, the client shall not be entitled to further compensation.

Bareboat: On hand-over, inventory, quoted on the inventory list, should be checked again to see if the yacht and the equipment are in working order. The client is obliged to return the yacht cleaned and tidied without the crew and their personal luggage at agreed marina at least until time specified by the Charter contract, including the physical take-over lasting **for half an hour**. If the return of the yacht is later stated in the Charter contract, the client must pay the following fees:

- for the delay up to three hours one daily charter fee;
- for the delay of more than three hours double daily charter fee plus all other expenses.

Delay cannot be justified by bad weather conditions. If the boat will be delivered to other marina due any reason also bad weather conditions, the client will be charged with all cost of transporting the boat to home Marina plus additional penalty fee of 500 Euro. All days which will take the delivery back to start base will be charged at daily bases rates to the customer. W Yachts GmbH has a right to use a Diver after justified doubt to check yacht underwater condition at client's cost.

OBLIGATIONS OF THE CLIENT

After taking possession of the vessel, the client shall bear on his own account all cost of the daily berth in the port, or in the marina, cost of fuel, oil, water and all other necessities, as well as eliminating all damages and defects, which can appear while the vessel is under client's responsibility and which are not a result of normal natural vessel wear and tear. The client is obliged to stay within the designated territorial waters and to operate & provide W Yachts GmbH with a valid skipper license in case of bareboat charter and will take full responsibility for his crew during charter.

The client understands that W Yachts GmbH is not responsible for weather conditions during the charter and that client can be stopped by local maritime authorities at any time during charter as a part of local sea controls. Client is obligated to take the time and show all required documents, provided by W Yachts GmbH to the local maritime authorities. The client is responsible for safekeeping of yacht keys, pilots and official yacht and insurance documents during the duration of charter. The client undertakes to respect customs and other regulations and rules in force in the waters where the vessel is located, to take care of the vessel and its equipment with the prudence of good seaman. The client can at any time be supplied with a dedicated skipper from W Yachts GmbH to provide safe and professional nautical journey, backed with years of experience unless agreed otherwise.

In case of bareboat charter, the client is fully responsible for vessel during charter (depth control, using proper fuel, maintaining water and electricity levels) Gangway also called Passarella, cannot be used for jumping into the sea, and any damages for this reason will be covered by the client. A GPS tracking system is installed on all W Yachts GmbH vessels for safety and insurance reasons, allowing W Yachts GmbH to monitor all current and past vessel location points from the system during charter.

When provided with an extra charter equipment, namely a smaller additional boat with engine called dinghy, the client will be fully responsible for all actions, operations and safety precautions

related with handling the above specified equipment. Designated charter skipper is full responsible for the safety of his crew during all dinghy navigations. Dinghy should not obstruct any docking operations or marina manoeuvres when deflated or placed correctly on the swimming platform - the client must take great care with proper planning and organization to avoid any damages or dangerous situations for the crew. After a period of use, it may be necessary to check dinghy air pressure, dinghy engine fuel levels, boat platform fixations points and other important dinghy characteristics from client side. Dinghy should not be used in bad weather conditions, all responsibilities for dinghy usage in such dangerous situations automatically fall on the client.

Number and the identity of persons aboard is to correspond to the crew list. Keeping of pets (dogs, cats, birds and similar) on the vessel is **NOT ALLOWED**.

The client is explicitly prohibited from:

- taking aboard a number of persons exceeding the maximum registered number of persons or the number indicated in the crew list made at the hand-over, whichever is lower.
- **smoking onboard** - inside the cabins, cockpit or flybridge. The client will be charged a special 500-euro fee for smoking onboard;
- using the vessel for passenger or cargo transportation, professional fishing or any commercial purpose;
- using the vessel to attend regattas or other races in any form whatsoever without prior written consent of W Yachts GmbH;
- subletting (sub chartering) the vessel;
- towing another vessel or being towed by another vessel unless there is emergency situation; in case of any such situation, the client is to obtain an agreement on part of W Yachts GmbH as soon as possible; if such a condition is fulfilled, the client is obliged to contact the skipper of other vessel and agree on the towing and saving fee prior to agreeing to such actions;

The client is explicitly obliged to:

- maintain the logbook in which the following has to be entered in the chronological order; the course, the maneuver's the dockings, the manipulation with the motor, the controls, maintenances and repairs, other important events;
- exit a protected port only if the conditions allow this, taking into account the prudence of good seaman;
- immediately inform W Yachts GmbH. in the event that a large injury is caused to the vessel or other accident occurs at the sea which could lead to loss or decreased level of the seaworthiness;
- in case addressed in the previous item: to take any action necessary to mitigate damages and avoid additional injuries;
- sail towards the nearest port where a diver or dry dock is available in the event that injuries are caused to the parts of the vessel below water line and such action is demanded from client by W Yachts GmbH as well as to bear costs of such inspection;
- report the theft of the vessel or instruments installed thereon to W Yachts GmbH and the nearest police station; abide by the instructions of W Yachts GmbH limiting sailing at night or generally limiting the voyage area, be it due the category of the vessel or due to the non-favourable voyage conditions;
- **returns a vessel completely with the full fuel tank, and client have to understand that should reserve also the time for refuelling; Saturdays can be a long lines to fuel stations; Returning not fuelled vessel will be charged additional fee of 500 euro plus cost of fuel.** This additional payment for the fuel and the fee must be paid separately. Client

cannot cover this amount from security deposit.

INSURANCE

The insurance is determined by the conditions, stipulated by the insurance company, with which the vessel is insured. Insurance covers all damages by franchise, caused by weather or from the other natural disasters, but not the damages made on purpose. Charges for damages, made on purpose, are not limited by deposit; the client must pay all expenses, caused for damage, made on purpose, since this is not covered by insurance. Final responsibility is limited and decided by insurance company, according to thy type of damage. The insurance doesn't cover the losses injuries that could be incurred by the crew members or their personal belongings. The client must inform immediately W Yachts GmbH any changes of person who will be in charge (Skipper) and send his skipper license. The insurance is only covering expenses when Insurance Company agreed for the Skipper. If the client does not fulfil this point is responsible for covering all cost of damages and losses of income of W Yachts GmbH.

RETURN OF THE VESSEL

The client must return to the base point at the time designated in the contract. The client is obliged to take into account the potential weather conditions that could influence the timely return. A competent person is to be present at the vessel at any time until the return of vessel. At the agreed moment of return, the vessel must be abandoned by all crew members including their personal belongings and left in clean state. The cleaning and inspection time foreseen in the contract form part of the time available to the client.

In the event that the return of the vessel, including the establishment of its status at the return, is prevented due to the actions or omissions of the client (such as deliberate or incidental absence of the client) the client bears the entire risk connected to potential injuries established by W Yachts GmbH on the vessel as well as the instruments and the appliances installed on the vessel. In such case, the client accepts that the status of the vessel, the instruments, and appliances applicable to the rights and obligations of the client and W Yachts GmbH shall be the one communicated to the client in writing on part of W Yachts GmbH.

Upon the return, the client is obliged to inform W Yachts GmbH, or any injuries caused to the vessel or the instruments and appliances installed on it. By that they are reported or not, the client must compensate W Yachts GmbH for such injuries.

The return of the security deposit or its retention by W Yachts GmbH due to reasons stated in these charter conditions must be stated in return protocol.

If during the returning of the vessel, or after that period, will be discovered any damages or injuries, W Yachts GmbH will keep all security deposit and after making all repairs, deposit will be returned in not used amount for covering expenses.

CHARTER TERMINATION

If the client for any reason cannot start the charter, the client can find other client by himself (with previous acceptance of W Yachts GmbH) If the client is not able to find another potential client, W Yachts GmbH shall retain:

- 50% of charter fee for termination up to 2 (two) month before the charter starting date
- 75% of charter fee for termination up to 1 month before the starting date;
- 100% of charter fee for termination less than 30 days before the starting date;

COMPLAINTS

The complaints are being accepted only in written form upon the yacht return and only if countersigned by person in charge on behalf of W Yachts GmbH (skipper or authorized personnel)



LANGUAGE, JURISDICTION AND APPLICABLE LAW

These charter conditions are available in English language. In case of dispute, which cannot be resolved in friendly manner, legal proceedings shall be finally adjudicated by courts of the districts in which the seat of W Yachts GmbH is registered.

These charter conditions and the between the client and W Yachts GmbH shall be governed by the law of the country in which the seat of W Yachts GmbH is registered.