

K. P. WINTER ESPAÑOLA S.A. GENERAL CHARTER CONDITIONS

§1. Object of the Contract and obligations of return

- (1) The Charterer hereby hires the yacht mentioned in the Charter Contract within the therein mentioned dates for taking delivery and giving back on return and likewise with regard as for the mentioned ports of departure and arrival.
- (2) Without the permit by the ship-owner is not possible any extension of the agreed charter time. The charterer has to keep the yacht within a sufficient proximity to the returning port before the end of the contract. For that purpose he may not appeal to any weather-caused conditions in case of default to returning the ship back on due time.
- (3) Should the yacht be returned back to any other port different from the agreed port, then the ship-owner must be opportunely notified. The charterer is obliged to a proper supervision until he returns the ship back. The yacht is only considered to have been duly returned back, when it has been received either by the ship-owner or by a new crew in presence of the owner or else by a person duly appointed thereto by him.
- (4) It is expressly advised that in case of any delay in returning the yacht, it may result into relevant rights of indemnification for damages for the following charterer in case that this one should cancel his contract due to impossibility to dispose of the yacht.
- (5) When giving back the yacht there must be filled a return protocol wherein there have to be detailed any possible defects. This protocol of return attests a full evidence for the proper return of the yacht. The yacht must be returned by the charterer in the same conditions.

§2 Rental fee and security deposit

- (1) The rental fee includes the price components shown in the charter contract. The rental fee must be paid up at the due term stated in the charter contract.
- (2) The aforesaid contract security must be deposited in cash, by certified cheque of by (Euro-,Master-,Visa-, Amex Card)
The security may also be transferred, before the contract beginning, into any of the bank accounts indicated thereto by the ship-owner.
- (4) The ship-owner is authorised, in case of a return of the yacht, non according to the contract, to keep the security deposit for the damages and loss stated on the return protocol, which are not covered by the hull insurance and have not derived from the usual tear and wear. This will be likewise valid whenever later it should be evidenced that the charterer has given incorrect data on the return protocol or else has not notified of loss of equipment objects. This is also valid irrespective of a charterer's fault.
- (4) The charterer has a right to a proper liquidation in case that security deposit is claimed and made use of.
- (5) Otherwise, the security deposit has to be given back immediately after ascertaining the proper condition at the return of the ship.
- (6) By depositing a security there are not, however, excluded any further ship-owner's rights to being indemnified.

§3. Modifications of the services

- (1) Should the yacht not be able to be handed over for taking delivery at the time fixed in the charter contract, the ship-owner may deliver a substitute yacht with the same value. Any rights to warranty remain unaffected insofar as the modified services are flawed with defects.
- (2) In case that the ship-owner is not able to provide and supply a substitute yacht at the delivery date, the charterer may declare the contract rescission. In that case the ship-owner is compelled to fully giving back the rental fee.
- (3) Should the yacht be delivered in a place different from the one mentioned in the contract, then the ship-owner will take charge of any additional expenses resulting to the charterer there from.

§4. Taking delivery

- (1) The ship-owner commits himself to extensively instruct the pilot when handing over the yacht together with a simultaneous control of all the technical functions and checking the existence of all the equipment objects.
- (2) The charterer may just refuse to take the yacht only when the seaworthiness is limited to a considerable extent.

§5. Charter area

The area set forth in the charter contract may only be trespassed with the permit of the ship-owner.

§6. Reduction of the charter fee

- (1) The charterer may request a price reduction of the charter rental fee whenever the yacht has been belatedly delivered or else is flawed with such defects which in an essential extent have influenced the fitness of the yacht to be used.
- (2) Any claims for a fee reduction have to be requested in written at the delivery of the yacht.

§7. Withdrawal from Contract

- (1) Should the charterer not be able to take up and start the charter, he has to inform immediately the ship-owner there from
- (2) The ship-owner will try hard to get a substitute charter. If he can get a substitute charter, then any payments already made by the charterer will be refunded to him, after deducting any incurred costs.
- (3) Should a substitute charter not be reached, then the ship-owner has right to the full rental fee.
- (4) The ship-owner urgently recommends to take an insurance for travel - withdrawal costs.

§8. Notice of termination

- (1) The ship-owner may rescind the charter contract because of an important reason without meeting a deadline or keeping a notice term. This will apply when the charterer behaves in a way so contrary to the contract that an immediate rescission of the contract is justified.
- (2) In case that the ship-owner terminates the contract, this one retains his right to the full rental fee. However, the value of any saved expenses and likewise any benefits resulting from an usage of the yacht otherwise made, have to be deducted there from.

§9 Obligations

- (1) The charterer commits himself to comply with the instructions for use regarding the equipment situated on board. The oil level, coolant and the bilges have to be daily controlled.
- (2) The charterer will be responsible for any damages which have resulted from a disregard and non-compliance with the maintenance and servicing rules.
- (3) The charterer commits himself to treat the hired yacht as if it was his/her own property according to the rules of a good seaman.
- (4) The charterer will not occupy the yacht with more people than it was established in the charter contract.
- (5) The charterer will not either pass on nor rent the yacht to any third person.
- (6) The charterer will comply with the established notifications or registrations and cancellations by the harbour master's office.
- (7) The charterer will comply with the legal dispositions of the host countries.
- (8) In cases of damages, collisions, accidents, averages and other unusual events the charterer will immediately arrange for:
 - a) Damage repairs with a normal material use up to € 250,- with documentation of costs (invoice / receipt) for a later settlement and clearing on charge of the ship-owner.
Any repairs of this kind, which exceed this sum, need the previous consent by the ship-owner. Changed pieces must be kept in every case.
 - b) In the event of damages to the yacht or people, the charterer will draw up a written report and will look for a counter-confirmation by the Harbour Master, a Doctor, Commissary for averages, etc.
- (9) The ship-owner has been advised at once in the event of averages, foreseen delay, loss, unsuitability for manoeuvrability, confiscation / seizure or hindrance of the yacht by any authorities or outside agents or observer. Should the seizure or hindrance be due to any fault by the charterer, he will be responsible before the ship-owner for all the consequences there from.
The contract is considered as extended up to the yacht return under the obligation of fee payments by the charterer. However, the right to indemnification for damages remains unaffected there from.
- (10) Any extraordinary events must be registered on the logbook.

§10 Consumed materials

All the consumed materials have to be refilled by the charterer. The yacht is taken with full tanks (fuel, water). The yacht has to be returned and given back with full tanks.

§11 Collateral agreements

Any oral commitments or collateral agreements will be only valid after written confirmation by the ship-owner. Any information is given to the best of the knowledge and belief but without warranty. With the proviso that it is reserved the right of amend any mistakes, misprints or miscalculations.

§12 Final provisions

Should any provisions in this contract be inefficient, the agreement validity will not otherwise be affected in everything else stated therein. In that case there will apply as valid what corresponds to the meaning of anything agreed therein.