

Almerimar Marine Services S.C.

Terms of Business

1. Liability

2. Prices and Quotations

3. Delays

4. Vessel Movements

5. Payment

6. Statutory Rights and Guarantee

Insofar as you have any dealings with the related company, Almerimar S.A. ("the Marina"), you acknowledge that such dealings will be on the basis of the Marina's published standard terms and conditions and in respect of such dealings you agree to contract also with the Marina and to be bound by those terms to the extent that they are not inconsistent with the terms herein.

1. Liability

We and our employees accept no responsibility for loss, damage or delay arising from any cause whatsoever unless such loss, damage or delay was caused by or resulted from our negligence or deliberate act or that of those for whom we are responsible.

Subject to that exception:

- A. all vessels and gear are repaired, worked on, moved, stored or otherwise managed and kept at the sole risk of the customer who shall ensure that his vessel and/or property is adequately insured against all risks; he should also ensure that he is adequately insured against third party risks as he may be liable for damage caused by his vessel, himself or his crew while on or about our premises; and
- B. all persons entering upon or using any part of our premises, facilities or equipment do so at their own risk.

2. Prices and Quotations

A. In the absence of express agreement to the contrary our price for work shall be based on time and materials actually expended on, or used in connection with, the work at our then current hourly rate or price. Unless otherwise indicated, all prices and indications of cost are exclusive of IVA.

B. When we give an indication of cost we will exercise skill and judgment in so doing but we will not be precluded from exceeding that indication of cost where it is necessary for the performance of the work.

C. Indications of cost are subject always to the accuracy of information provided by the customer and are usually based only on a superficial examination unless we are requested to carry out any necessary opening up or dismantling. Indications of cost will not include the cost of any emergent work, i.e. additional repairs or work found necessary to the vessel and/or gear or equipment during the work, nor the cost of any extensions to the work comprised in the indication of cost.

D. We will inform the customer as soon as reasonably possible of any proposed increases in indications of cost found to be necessary and the reasons for them and the customer will have the right to cancel the element of work to which the proposed increase relates. In those circumstances the customer's liability for any work already completed and/or to be completed or goods already supplied and/or to be supplied shall be unaffected.

E. Electricity is not included in our quotations and its consumption will be invoiced separately from Almerimar S.A. (the Marina)

3. Delays

The time for completion of work is given in good faith but is an estimate only and is not guaranteed. We shall not be responsible for any delay in completion of the work or for the consequences of any such delay unless it arises from our negligence or deliberate act or wilful default or that of those for whom we are responsible.

4. Vessel Movements

We reserve the right to move any vessel and/or gear at our discretion for reasons of safety or good management.

5. Payment

A. Unless otherwise agreed in writing the price of all work, goods and services shall be due immediately on the date of invoice or, if earlier, prior to the departure from our premises of the vessel to which the work, goods or services relate. On large refits, we may require regular stage payments. If payment is not received within 30 days of the due date, interest shall become due and payable from the due date until the date of actual payment at a rate of 2% per month. In the case of invoices not paid within 30 days, we have the right to discontinue work for the customer, whether or not the unpaid invoice relates to such work.

B. We have the right to exercise a general lien upon any vessel and/or its gear and equipment and/or any goods while upon our premises pending payment in full of all sums due to us. For the purposes of this provision, our premises shall be deemed to include those of the, Puerto Almerimar S.A.

C. Unless otherwise agreed any vessel leaving the marina with an unpaid invoice will be treated as an act of theft.

6. Statutory Rights and Guarantee

A. Nothing in these terms affects the statutory rights of any customer who contracts with us as a consumer.

B.1 We guarantee our work for a period of 12 months from completion against all defects which are due solely to poor workmanship. We shall be liable under this guarantee only for defects appearing during this period which must be notified to us in writing within 21 days of the date on which they are discovered, failing which this guarantee will be invalidated in respect of such defects.

B.2 On notification of such defects we will verify their cause and if they are our responsibility under the terms of this guarantee we will promptly remedy those defects or, at our option, we will employ other specialist contractors to do so. We shall have no liability under this guarantee for the cost of remedial work which is put in hand by the customer other than through ourselves and in accordance with

the terms of this guarantee.

C. Where we supply goods or services to a customer in the course of his business:

1. no article supplied by us shall carry any express or implied warranty as to its quality or its fitness for any particular purpose unless prior to the supply the customer has sufficiently explained the purpose for which it is required and made it clear that he is relying on our skill and judgment;
2. no proprietary article specified by name, size or type shall carry any such express or implied warranty as to its quality or its fitness for any particular purpose but we will assign to the customer any rights we may have against the manufacturer or importer of that article;
3. notwithstanding the provisions of Clause 3 above, we accept no liability to a business customer for loss or damage of whatever nature beyond the reasonable cost of rectifying defective workmanship or replacing any faulty or unsuitable article supplied.
4. Fastenings on stern gear and places of high vibration and rigging screw terminals are the responsibility of the vessel owner/skipper to periodically check and are not guaranteed by us

7. Quality Standards

8. Access to Premises / Work on the Vessel

9. Authorisation

10. Miscellaneous

7. Quality Standards

We will complete our work in reasonable accordance with the agreed specification and, in the absence of any other contractual term as to quality, to a satisfactory quality.

8. Access to Premises /

Work on the Vessel

A. Subject to paragraph B of this Clause no work (other than that undertaken by us or our employees, agents or sub-contractors) shall be done on the vessel while on our premises without our prior written consent other than minor running repairs or minor maintenance of a routine nature by the customer, his regular crew or members of his family. The customer shall ensure that any such work, repairs or maintenance does not cause nuisance or annoyance to any other customer or person residing in the vicinity, nor interfere with our schedule of work.

B. Prior written consent will not be unreasonably withheld where:

1. the work is of a type for which we would normally employ a specialist sub-contractor; or
2. the work is being carried out under warranty by the manufacturer and/or supplier of the vessel or any part of the equipment to which the warranty relates.

C. All yacht owners' yacht crew and sub-contractors' cars must be parked in the marina car park, and not in the shipyard. We will accept no responsibility for any damage howsoever caused to cars parked in the shipyard.

1. goods for repair or other treatment are accepted by us on the basis that the customer is the owner of the goods or the owner's authorised agent and that he will take delivery or arrange collection when the repair or treatment has been carried out;
2. our obligation as custodian of goods accepted for storage ends on our notice to the customer of termination of that obligation;
3. the place for delivery and collection of goods shall be at our premises unless agreed otherwise.

B. In certain other circumstances we may be entitled to have vessels or goods sold through the Court for non-payment of invoices.

9. Authorisation

We will accept, and you will be bound by, instructions for work and the supply of goods if issued by your appointed skipper, engineer, manager, surveyor or other professional representative purporting to act on your behalf or with your authority, or by the beneficial owner of the vessel to which the work or goods relate, unless we have prior written notice to the contrary.

10. Miscellaneous

A. No exercise or failure to exercise or delay in exercising any of our rights, powers or remedies shall be deemed to be a waiver by us of that or any other right, power or remedy.

B. Notices to a customer shall be deemed to have been sufficiently served if sent by first class post to the customer's last known address. Notices to us shall be effective on receipt at our principal trading address.

C. These terms are subject to Spanish law and any dispute arising under them shall be submitted to the jurisdiction of the Spanish Courts.