

## Terms & Conditions

- a) TRANSMARK BEHEER B.V. may cancel this Agreement in case THE CHARTERER fails to meet payment deadlines;
- b) All the above sums shall be paid by bank transfers or bank drafts on a first class bank approved by TRANSMARK BEHEER B.V. Any exchange and transfer charges being for the CHARTERER'S account.
- c) TRANSMARK BEHEER B.V. reserves the right to alter the amount of charter hire at any time prior to the commencement of the charter period in the event of variation in the cost of the services reserved, exchange rates or any other reasonable cause. In the unlikely event that TRANSMARK BEHEER B.V. has to increase the charter hire by more than 10%. THE CHARTERER shall have the right to cancel and all monies paid will be promptly refunded in full.
- d) Time shall be of the essence of the contract as regards the payment of the charter hire, and if any portion of the charter hire is not paid on the date and in the manner stipulated above, TRANSMARK BEHEER B.V. shall, upon notice to THE CHARTERER, be entitled to cancel the charter and retain possession of the yacht or to charge interest from the due date until payment is received.
- e) Payment to TRANSMARK BEHEER B.V. Liesboslaan 57 Breda, Rabobank IBAN; NL24 RABO 0178 934 941, SWIFT/BIC: RABONL2U, Payment by Paypal + 3,5% service fee.

### 5. CANCELLATION by the CHARTERER

In the event of THE CHARTERER wishing to cancel the charter, the following cancellation charges will apply: Prior to 72 hrs. before the departure date: Deposit only

Less than three weeks: 100% of the charter hire

Cancellation will take effect from the date of receipt of written notice by TRANSMARK BEHEER B.V..

In the event of cancellation by THE CHARTERER, TRANSMARK BEHEER B.V. will use his best endeavors to re-charter the yacht.

### 6. DELIVERY

- a) TRANSMARK BEHEER B.V. agrees to use its best endeavors to tender the yacht for delivery on the date specified in Clause 2 for the commencement of the charter period in full commission and working order, clean and ready for service, with full equipment (inclusive of that required by law), outfitted as appropriate for a yacht of her size, type, accommodation and cruising range and fully furnished, including china, linen, glass and cutlery;
  - b) If for any reason TRANSMARK BEHEER B.V. shall fail to tender the yacht for delivery as stipulated above, and shall fail, as he shall be entitled to do, to tender for delivery a suitable alternative yacht, the charter period shall be extended for a period equal to the period of delay in tendering delivery, or, if TRANSMARK BEHEER B.V. so elects at or before delivery, TRANSMARK BEHEER B.V. will allow THE CHARTERER a rebate of charterer hire pro rata for every complete period of twenty-four hours elapsing between the due time of delivery and the time of actual tender for delivery.
- Lateness in tender of delivery by TRANSMARK BEHEER B.V. shall not entitle THE CHARTERER to any other or additional compensation of damages. Nor THE CHARTERER be entitled to refuse delivery when the delay in delivery does not exceed forty-eight hours. If delivery is tendered more than forty-eight hours late, THE CHARTERER may refuse to accept delivery by notice to TRANSMARK BEHEER B.V. to terminate the charter which shall thereupon

become null and void, TRANSMARK BEHEER B.V.'s liability to THE CHARTERER being restricted to repayment without interest of all advances of charter hire.

c) If THE CHARTERER shall fail or refuse to accept delivery within hours of TRANSMARK BEHEER B.V. tendering the yacht for delivery, TRANSMARK BEHEER B.V. shall have the option to give notice to THE CHARTERER cancelling the charter party, in which case 100% of the charter hire shall be retained by TRANSMARK BEHEER B.V..

#### 7. RUNNING COSTS

The running costs included in the charter hire vary from yacht to yacht. Those costs which are included will be notified to THE CHARTERER by TRANSMARK BEHEER B.V.. Any costs which are not included should be settled by payment by THE CHARTERER to the captain at the conclusion of the charter period.

#### 8. INSURANCE

TRANSMARK BEHEER B.V. shall throughout the charter period insure and keep fully insured, subject to any deductible, the yacht and the crew against fire, marine and protection and indemnity risks and THE CHARTERER shall be under no liability in respect to any loss, damage or injury so insured against, unless any act or omission of THE CHARTERER or THE CHARTERER's guests shall have avoided the policy or rendered it voidable. It shall be incumbent upon THE CHARTERER to take any additional insurance cover, including life assurance, which THE CHARTERER may require.

#### 9. BREAKDOWN or DISABLEMENT

TRANSMARK BEHEER B.V. shall take all reasonable measures promptly to remedy any breakdown suffered by the yacht during the charter period. Should any such breakdown (other than a breakdown of the yacht's engine), fire, grounding or collision occur, as a result of which the yacht is out of commission for a period of forty-eight consecutive hours or more, then (unless it is caused by any act or default of THE CHARTERER or THE CHARTERER's guests), the charter hire shall be abated as from the time when the yacht first went out of commission, or, if agreed by both THE CHARTERER and TRANSMARK BEHEER B.V., but not otherwise, the charter period shall be extended by a period equal to the length of time the yacht was out of commission. PROVIDED THAT if the yacht be lost or cannot be repaired within seventy-two hours, THE CHARTERER shall be entitled to cancel the remainder of the term of the charter party whereupon TRANSMARK BEHEER B.V. shall repay to THE CHARTERER pro rata charter hire in respect of the unexpired part of the charter period.

#### 10. EXCLUSION of TRANSMARK BEHEER B.V.'s LIABILITY

TRANSMARK BEHEER B.V. shall in no case be liable for any loss of or damage to the property of THE CHARTERER or THE CHARTERER's guests or for death of or injury to them however caused, and THE CHARTERER shall indemnify TRANSMARK BEHEER B.V. against all costs, proceedings, claims and demands sustained by or brought or made against TRANSMARK BEHEER B.V. on account of any such loss, damage, death or injury.

#### 11. EXCLUSION of CHARTERER's LIABILITY

THE CHARTERER shall be under no liability for loss, damage, death or injury that may occur to or by the yacht, her equipment or furnishing, or any member of her crew during the charter period unless the same is caused by or attributable to the act, neglect or default of THE CHARTERER and/or THE CHARTERER's guests, or by any crew member employed by him, in which event subject to Clause 8 THE CHARTERER shall be liable to make good such loss or damage; compensate the injured crewman or the dead crewman's dependents or indemnify TRANSMARK BEHEER B.V. in respect hereof.

#### 12. "FORCE MAJEURE"

Notwithstanding any other terms hereof TRANSMARK BEHEER B.V. shall not be liable for any loss, damage, death or injury arising or resulting from any act of God; act of war; act of public enemies; pirates or assailing thieves; arrest or restrained of princes, rulers or people, or seizure under legal process; strike or lock-out or stoppage or restrained of labor from whatever cause, whether partial or general; riot or civil commotion; perils or dangers of the seas or other navigable waters or accidents of navigation; fire or from any other cause of whatsoever kind beyond the control of TRANSMARK BEHEER B.V.. This clause shall have no effect in relation to delay in delivery, as to which Clause 6(b) will apply.

### 13. USE of the YACHT

a) THE CHARTERER agrees that the yacht shall be employed exclusively as pleasure vessel during the charter period, and shall not transport merchandise or carry passengers for pay or engage in any trade;

b) The captain shall comply with all lawful orders given by THE CHARTERER regarding the management, operation and movement of the yacht, wind, weather and other circumstances permitting, and provided always that the captain is not of the opinion that compliance with such order would or might:

i) put the yacht in peril or strain her hull or engines, or

ii) render her liable to arrest, seizure, detention or forfeiture, or

iii) interfere with the due redelivery of the yacht upon expiration of the charter period;

The navigation of the yacht shall be within the sole control of the captain.

c) THE CHARTERER shall not use the yacht for any purpose or in any manner contrary to international law or contrary to the law applicable at any place at which the yacht may from time to time be or in any territorial waters in which the yacht may from time to time be cruising and shall not use the yacht for any purpose or in any manner which may render the yacht liable to be stopped, seized or arrested. The yacht shall not enter any place or any waters where hostilities are in progress or where a blockade is established. THE CHARTERER shall comply, and shall ensure that THE CHARTERER's guests comply with the laws and regulations of any country whose waters the yacht enters. If THE CHARTERER or THE CHARTERER's guests shall commit any offence contrary to the laws and regulations of any country which results in the captain or any member of the crew of the yacht being detained, fined or imprisoned, or in the detention arrest or seizure of the yacht. THE CHARTERER shall indemnify TRANSMARK BEHEER B.V. against all loss, damage and expense incurred by TRANSMARK BEHEER B.V. as a result, and TRANSMARK BEHEER B.V. may, by notice to THE CHARTERER, terminate this charter forthwith;

d) Neither THE CHARTERER nor THE CHARTERER's guests shall bring or keep or allow to be brought on board of the yacht any animal or pet of any description;

e) Neither THE CHARTERER nor THE CHARTERER'S guests shall bring on board the yacht or be caused to be brought on board the yacht any firearms, weapons or narcotics of any sort, nor any other item contrary to the laws and regulations applicable to any country or territorial waters in which the yacht may be cruising, nor any other hazardous thing;

f) Cruising time shall be four hours per day and all cruising to be done in daylight.

### 14. REDELIVERY

THE CHARTERER agrees to redeliver the yacht at the disembarkation point indicated at Clause 2 at the expiry of the charter period.

In case of late delivery, a sum equal to twice the daily rate of charter hire will be charged.

### 15. SALE, ASSIGNMENT and SUB-CHARTERING

a) If TRANSMARK BEHEER B.V. shall sell the yacht to a third party before the charter is fully performed, TRANSMARK BEHEER B.V. shall have the option either to substitute a similar or superior vessel for the yacht under this charter, or to procure that the purchaser shall become bound by the terms hereof, and in the latter case THE CHARTERER shall accept fulfillment by the purchaser of TRANSMARK BEHEER B.V.'s obligations hereunder;

b) THE CHARTERER shall not assign the benefit of the charter or sub-let the yacht or otherwise part with possession of her without the written consent of TRANSMARK BEHEER B.V.. Notwithstanding that such consent shall be given, THE CHARTERER shall, unless otherwise expressly agreed, remain primarily responsible for the due performance of THE CHARTERER's obligation hereunder.

#### 16. NOTICES

Any notice given or required to be given by either party hereunder may be communicated by any form of writing (including telegram, cable telefax or e-mail) and shall be deemed to be properly given if addressed or communicated to the party himself or to a responsible officer, servant or agent of the party.

#### 17. ARBITRATION

Any dispute or difference which may arise between the parties under or in connection with this charter which cannot be settled amicably shall be referred to an arbitrator in the Netherlands.

#### 18. HARBOUR DUES and TAXES

All taxes, harbor dues and expenses to occur out of Caribbean waters shall be paid by THE CHARTERER.

#### 20. ADDITIONAL CONDITIONS (IF ANY)

NA.

IN WITNESS WHEREOF THIS AGREEMENT HAS BEEN SIGNED BY TRANSMARK BEHEER B.V. and THE CHARTERER RESPECTIVELY.