

# SECOND 2<sup>nd</sup> EDITION GENERAL TERMS OF ARTEMIS LEROS BOATYARD

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## 1. Definitions

1.1. In these general terms and conditions:

**"Administration"** means Artemis Leros Boatyard Management which is in charge of the Workshop, Chandlery and Reception division.

**"Boatyard's Reception or Personnel/Crew/Working Staff/Personnel"** is a class of people who work at a common activity. Especially, it refers to office assistants, technicians etc.

**"Authorized Personnel"** are the officially permitted or empowered personnel by Artemis Leros Boatyard.

**"Cradle"** means a singular structure for supporting vessels while they are dry-docked"

**"Hardstand"** means the area situated at the area utilized for the storage of boats and masts, and for the moving of boats into and out of the water by the Roodberg Trailer, for the general maneuvering of boats on the storage are and for the washing, cleaning and other repairs and maintenance work of boats.

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"**Boatyard's Premises**" means the Hardstand and facilities known as Artemis Leros Boatyard.

"**General Terms of Artemis Leros Boatyard Ltd**" means the rules and regulations that have been published by the Administration with respect to the Client's use of the Dry Dock Area as notified to it by the Administration.

"**Client**" is a person or company that receives a service from Artemis Leros Boatyard in return for payment.

"**Contractor**" is a person or company (in other words the external personnel) that does work for Artemis Leros Boatyard.

"**Visitor**" is someone who is visiting Artemis Leros Boatyard (Broker, Skipper, Friends etc.).

"**High Risk**" are all the operations at heights where the use of crane is mandatory

### 2. General

By signing the HAUL-Out & HARDSTAND DETAILS the **Client** assigns to the **Boatyard** the Hauling-out, the Launching, the charging of the length of stay and/or all the expressly agreed operations which will be mentioned in the vessel's working form at the **Boatyard**. A separate detailed form will be issued for the agreed works for their boat. The **Boatyard** agrees to proceed on the above only if the **Client** reads and agrees with the following terms and conditions:

- The **Client** is responsible to follow the safety rules of the **Boatyard** and any specific instructions given by the **Boatyard's Reception or Personnel**. It is the **Client's** responsibility to make aware of the above rules to his crew, all of his visitors and any contractor hired to complete any works within the Boatyard's premises.
- The **Client** is responsible for the safety and general conduct of his crew, any hired contractor or visitors around his vessel or anywhere around the **Boatyard's Premises**.
- Any accidents or serious incidents **must** immediately be reported to the **Administration**.
- The **Client**:
- Has the right to appoint works to external contractors from the **Boatyard's Registered Contractors**. In order for works to be performed by the external personnel, they have to follow the Greek Law and have all the necessary permissions and authorizations as they are stipulated from by Law (an indemnity of third-party insurance 2.000.000 €). **Repeated in the 5<sup>th</sup> section.**
- The **Client must** ensure that:
  - a. Only registered contractors will undertake any work on the **Client's** vessel. Unregistered contractor(s) will never be allowed to work on the **Client's** vessel.
  - b. The use of the tools and materials is in accordance with the manufacturer's

instructions. Industry guidelines **must** always be followed.

- c. The **Client** along with his crew, agents, contractors and visitors **must** be familiar with the **Boatyard's** Emergency and Evacuation safety process in case a problem occurs.
- d. The **Client must** take all the necessary measurements due to the vessel's protection. In the event that vessel is in danger the **Boatyard** has the right to act in order to protect the boat.

### 3. Anyone operating within the Boatyard's Premises<sup>1</sup>.

- a. Everyone is responsible at their own risk.
- b. **Must** comply with the rules and the regulations.
- c. Children under the age of 16 years **must** be supervised within the **Boatyard's Premises** at all times.

### 4. Visitors<sup>2</sup>

- a. Visitors **must** sign in and out of the Boatyard upon their arrival or leaving the Boatyard.

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<sup>1</sup> In Greece, we are considered as adults at the age of 18. Therefore, the Boatyard **must** obey to our country's Laws.

<sup>2</sup> All visitors and external personnel are required to sign upon the arrival and leaving the Boatyard in order to avoid theft or any further misunderstandings. There is a sign at the Entrance placed since 2014(Establishment of the Company) and applied ever since.

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- b. Visitors **must** carefully read all rules herein.

### 5. Contractors<sup>3</sup>:

- a. Contractors are not permitted to work on the site unless they have completed the **Administration's Contractors** registration and induction process.
- b. Registered Contractors **must** sign in and out of the Reception Office upon entering or leaving the Boatyard.
- c. A list of registered Contractors is available at the **Boatyard's Reception**. Registered Contractors **must** carry third-party indemnity insurance of at least 2.000.000€.
- d. For the execution of any works (during the period of stay) by anyone, a 45 days prior notice of the **Boatyard** is required. The **Boatyard** holds the right and responsibility to inspect of the works commencing within the **Boatyard's Premises**. In the unlikely event of identifying any external employees not being compliant with the **Boatyard's Terms and conditions policies**, the **Boatyard** has the absolute right to stop any works immediately until further notice. In the event of an emergency prior to the Hauling-out/ Launching

procedure, assistance is always our priority.

- e. The contractors are not allowed to use any of the **Boatyard's** Equipment without the written approval of the **Boatyard**. In the event that they are allowed to use our equipment, the **Client** is responsible to check the equipment prior its use and he is also responsible to deliver it back on the same condition.
- f. In the event of damage then the **Client** is responsible to rectify it. If, further damage is created to any person or to another vessel due the use of this equipment then the **Client** is also responsible for the rectification of these damages.

### 6. Delivery of goods and equipment

The **Boatyard must** be notified, if the **Client** is expecting any deliveries. All deliveries **must** be delivered within the **Boatyard**. The **Boatyard** holds no responsibility of the condition of the goods. If collection is required from the post office, extra charge will apply.

### 7. Vessel Movement<sup>4</sup>

1. It is hereby agreed that the **Boatyard** has the right to move any vessel due to safety reasons, without prior notice. It is a free of charge service.
2. If due to the extension of the contract the parking position of the boat has to be changed, then the owner will be liable to pay a transfer fee. This transfer fee will be half cost of the hauling and launching fee.
3. When a vessel movement is in progress within the **Boatyard**, no person other than a member of the Lift Team shall place themselves within 15 meters of any part of the vessel or the equipment being used to transport it. This includes the process of blocking and supporting a vessel b.
4. **No** person shall distract any member of the Lift Team while a vessel movement is in progress. This includes the time taken to block and support the vessel.

### 8. Washing Area

Upon the Hauling-Out operation of the Vessel, is initially placed at the Washdown Area for a compulsory pressure wash of the hull. This

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<sup>3</sup> In the event of an accident if we are not fully covered from both parties then Artemis Leros Boatyard will be held responsible.

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<sup>4</sup> The Hauling-out and Launching is an indeed interesting and a serious procedure just in case something goes wrong. Reminding our Clients to keep distance is a necessity.

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service is undertaken only by the **Boatyard's Personnel**.

### 9. Vessel Stands, Cradles and Blocks

- a. Only the **Boatyard's Personnel** are allowed to adjust or move any vessel **stand/cradle** or any other means of vessels support.
- b. Whilst yacht on hard standings it is forbidden to hoist sails, climb on the mast, open sail covers etc.
- c. All high risk operations can be executed only at the designed area and only by authorized personnel.
- d. In the event that, labor must be conducted, the use of crane is mandatory.
- e. Any **Client** that violates the above rules will be immediately instructed to leave the **Boatyard** and restriction placed on that person's subsequent entry by the **Boatyard**.

### 10. Working at Heights<sup>5</sup>

- a. Ladders must tie off at the toe and secured on the even ground of the bottom. The use of ladders as scaffolds while works are being performed shall be avoided.

- b. The **Boatyard's Personnel** must comply with the above guidelines.

### 11. Facility Equipment

- a. Only authorized personnel are allowed to use any Company-Owned Equipment.
- b. All people must keep perfectly clear of all mobile equipment while any operation is performed.

### 12. Vehicles

- a. Vehicles entering the Boatyard should be parked in the outside parking area behind the **Reception Office** unless loading- unloading their personal belongings or having the permission of the Management.
- b. Any vehicle entering or be parked within the **Boatyard's Premises** is at the **Client** or vehicle's owner(s) risk. The **Boatyard** accepts no responsibility for any damage any vehicle.

### 13. Dress Standard

The minimum standard of dress for any person entering this Facility is shorts, T-shirt and enclosed solid footwear (no jandals or sandals while working on the boat).

### 14. Pets

- a. The **Client** is permitted to have his pet/s in the Boatyard. If the pet is dangerous, the **Client** is obligated to have his pet restricted.
- b. The **Client** is responsible to preserve the area clean and he must have his pet fully vaccinated.

### 15. Facilities and Amenities

All users of the Barbeque, Laundry and Bathroom are required to clean up after themselves.

### 16. Personal Equipment/ Belongings

- a. The **Boatyard** carries no responsibility for any loss or damage of the **Client's**, crew visitors and contractors' personal belongings or equipment due to theft.
- b. The **Boatyard** holds no responsibility for any loss or damage of the **Client's** vessel equipment or tools. The **Client** must keep his equipment in non-exposed areas. The **Boatyard** has taken all the appropriate measures for the safety avoidance of theft (24/365 CCTV and security guards).

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<sup>5</sup> If your ladder is not secured then either your ladder may fall and you won't be able to get out of your vessel or you will be at high risk when getting out of your boat.

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### 17. Personal Protective Equipment

- a. All people entering the **Boatyard** are encouraged to wear a Hi-Viz vest or other Hi-Viz clothing.
- b. Additional proven clothing and equipment shall be worn appropriate.

### 18. Electrical Power<sup>6</sup>

- a. All electrical tools and appliances used within the **Boatyard** **must** be tested by the **Boatyard's Personnel** and then be tagged as safe equipment.
- b. No vessel is permitted to left plugged into electrical power during the winter period (unattended) in the Boatyard. In the event that the client's batteries need a regular inspection and charging, the Technical Manager **must** be informed. **All the unattended power cord will always be disconnected.**

### 19. Alcohol and Drugs

Alcohol or drug consumption must not be exceeded according to Greek Law. Only exception is the prescribed by a medical professional, medicine.

### 20. Smoking

Smoking is not allowed in any of the **Boatyard's Premises** (inside the buildings).

### 21. Live Aboard

The **Client** and their visitors can stay/sleep on board for the necessary period to prepare his boat after recovery and before Launching of the vessel and always under their own responsibility. In the event of accident the **Boatyard** is not liable for any damages and/or claims.

### 22. Noise

**Clients** shall not make or permit any unreasonable noise or disturbance, or perform any act which in the opinion of the **Administration** at its sole discretion may be an annoyance or cause a nuisance to any other person in or around any part of the **Boatyard**.

### 23. Office and Contractor Hours

The **Client** **must** follow the working schedule of the **Boatyard**, which is defined from Monday to Friday from 08:00-15:00 and Saturday from 08:00-13:00. In the event that he wishes to proceed overtime he may only after the approval of the **Administration**.

### 24. Refueling

Refueling Service can be provided upon request and by external companies.

### 25. Sanding/Scraping

- a. In the event of strong wind, any scraping or sanding **must** be carried out over a drop cloth or tarpaulin with the vessel tended up.
- b. All paint sandings **must** be placed in the appropriate bin concurrently be double wrapped in bags.
- c. Wet sanding or dry vac sanding is preferred.
- d. Work **must** stop immediately, if there is any wind which causes dust or scraping to blow off the drop cloth.

### 26. Sandblasting

Sandblasting **must** only be undertaken by the **Boatyard's Personnel**.

### 27. Hotwork/Welding

Hotwork/ Welding **must** only be undertaken by the **Boatyard's Personnel**.

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<sup>6</sup> We just want to prevent the harm of any human in case of an accident.

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### 28. Painting

- a. Painting is possible wherever needed only by using roller or brush.
- b. Any kind of spray-painting labor **must** have the **Administration's** approval to proceed.
- c. Furthermore, spray-painting **must** be executed in a specially designed area to avoid spreading.
- d. Spray-Painting is not permitted in windy weather conditions.
- e. The Applicator is responsible for damaging the nearby vessels and **must** compensate.
- f. Tarpaulins or cloths are mandatory, in order to avoid any residue or drips.
- g. All harmful or toxic substances must immediately be clean and removed and the applicator must notify the **Administration**.

### 29. Waste Material, grease and oil spills

- a. Dispose all used oil into the designated "Used oil" Container. Drain oil filters well before discarding.
- b. By Law all bilges and waste should be disposed prior to the Hauling-out procedure. ( Also,there is a service available to dispose any waste or bilges contents whilst on the hard)
- c. The **Boatyard** has special bins for used paints, oils, solvents, batteries etc... Do not discard them anywhere else.

- d. Used scrap metals must be placed into the designated bins.
- e. All work areas must at all time kept clean and cleared out of any kind of rubbish.
- f. The **Client** is responsible to preserve the **Boatyard** clean and he has to deliver all of the waste to the designated bins, with the exception of lubricant and gas oil residues which have to be delivered to the designated area of the **Boatyard**.
- g. Furthermore, it is forbidden to pollute the sea and the **Boatyard's** facilities with lubricants and gas oil residues, or any other type of garbage the **Client** e is considered to be responsible for any such act. If the **Client** does not comply with this rule and the **Boatyard** faces any damage from his actions then he is also responsible. By Law all bilges and waste tanks should be disposed prior to hauling out procedure.

### 30. Insurance

- a. The **Boatyard** is covered by the Company HISCOX MGA LTD, Certificate Number MA/1652685 for third party liability (Marina Operator **Liability** & Boat Repairers Liability) for 5.000000.00€.
- b. During the contractual period the Client must his boat fully insured against all risks as these are stipulated by the Institute of London Underwriters or any other type of insurance contract against all risks covered. The Insurance must also include the Client's third-party liability for any loss or injury and according to law. The following should be mentioned, among other things, in clients' insurance policies:

Liability coverage during the movement and immobilization of the boat.  
Shipwreck removal cover.  
More generally, without prejudice to the terms of insurance of any insurance company that is insured on board the boat, we would like to point out that the international **IYC 328 cl. 2.1.2 ( attached below in English)**, where vessels are insured under these

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conditions, contain the following provision regarding decommissioning (Article 2.1.2), that is, the period when the vessels are in a boatyard.

- c. **IYC cl. 328 (1.11.85) Art.2.1.2** while laid up out of commission as provided for in Clause 4, including lifting or hauling and launching, while being moved in shipyard or marine, dismantling, fitting out, overhauling, normal maintenance or while under survey, (also to include docking and underdocking and periods laid up afloat incidental to laying up or fitting out and with leave to shift in tow or otherwise to or from her lay up berth but not outside the limits of the port or place in which the Vessel is laid up but excluding, unless notice be given to the Underwriters and any additional premium required by them agreed, any period for which Vessel is issued as a houseboat or is under major repair or undergoing alteration.
- d. The duration of the above terms and conditions is stipulated from the moment of the Hauling-out procedure up to the end of the Launching procedure, including

the period of the vessel's stay in the facilities of the **Boatyard**.

### 31. Forbidden articles by the European Union.

- a. Explosive power tools.
- b. Prohibited antifouling.
- c. All products containing mercury.
- d. Anything that is illegal.
- e. Hazardous items.

### 32. Fire Safety

- a. The **Boatyard** is equipped with a Fire Safety System and Fire extinguishers. Their locations are clearly marked with the appropriate signage.
- b. When Fire extinguishers are used, the **Administration must** instantly be notified.
- c. It is forbidden to use fire or any equipment which may cause risk of the life of the **Client**, his crew or any other people and vessels which are on hard stand.

### 33. Storage of Materials and equipment

The **Boatyard** has a specially designed Container to store any materials or equipment.

### 34. Weather<sup>7</sup>

The **Boatyard** is not responsible for any damage caused within their premises during the whole length of stay like:

- a. Damages caused by environmental phenomena like wind, rain, water etc. In the event if a fire inside the boat solely responsible is the **Client**, who is also responsible of taking all the necessary protective measures.
- b. Any damage caused on the boat due to act of God, vibrations earthquakes, war, riots, civil war, strikes, acts of force majeure or any other act cannot be under the control of the **Boatyard**.
- c. Any damage caused on the boat of the **Client**, or any other neighboring boats due to repair works conducted from the **Client** himself, or his employees, or by external employees, on which the **Client has assigned**, he is solely responsible for the rectification of any damage.
- d. Any damage caused by third parties during non-working hours of the **Boatyard** as determined in article 21 of the present.

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<sup>7</sup> The act of God means Force Majeure and it is related to events outside human control. In contract law, an **act of God** may be interpreted as a defense against breach for failing to perform based on the concepts of impossibility or impracticality.

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### 35. Vessel Intact

It is the **Boatyard's** responsibility to keep the vessel intact during the Hauling-out, Launching and transfer procedure from and to the launching/hauling-out area.

### 36. The Boatyard is responsible for

During the length of stay within the **Boatyard's Premises**, the **Boatyard** is responsible only for any damage caused to the **Client's** vessel by:

- a. The movement of any vehicles owned by the **Boatyard** or its **Personnel**..
- b. During the Hauling & Launching, transfer and placing the vessel within the **Boatyard's Premises**.
- a. Himself or his employees, or by external employees, on whom the **Client** has assigned, he is solely responsible for the rectification of any damage.
- b. Any damage caused by third parties during non-working hours of **Boatyard**, as determined in article 31 of the present.
- c. Any damage caused on the vessel of the **Client** or any other neighboring vessels,

- c. During the Hauling & Launching, transfer and placing of another vessel within the **Boatyard's Premises**.
- d. Due to fault operation of the **Boatyard's Personnel** during works undertaken by the **Boatyard** and operated by the **Boatyard's Personnel**.

### 37. The Boatyard is not responsible for

During the length of stay within the **Boatyard's Premises** the **Boatyard** is not responsible for any other damage caused within their premises during the whole length of stay, like:

- a. due to repair works conducted from the **Client**.
- d. **The Terms** according to paragraph 34.

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terms is a free translation of a *Greek* text and any dispute arising from here under the original *Greek* us consider to be the valid one.

### Conclusion

The duration of the above terms and conditions is stipulated from the moment of Hauling-out and Launching procedure. It is also including the period of the vessels stay in the facilities of the **Boatyard**.

The payments of expenses and services of the **Boatyard** are defined by the Hauling -out and Launching Details between the **Client** and the **Boatyard**. A clearance from accounting department should be issued 24 hours prior of the launching. Any launching or hauling-out appointment should be scheduled at least 48 hours prior to the required date. The appointment date will be fixed and written notices, confirmations will be signed by both parties.

Any amendment of the terms is provided only in writing, by including any evidence. *Greek Law* is applied for the resolution of any dispute arising from here under and at the exclusive jurisdiction of Dodecanese. The translation of the above