

ARTEMIS
Leros Boatyard

The family yard in the Eastern Med

GENERAL TERMS

EDITION 2



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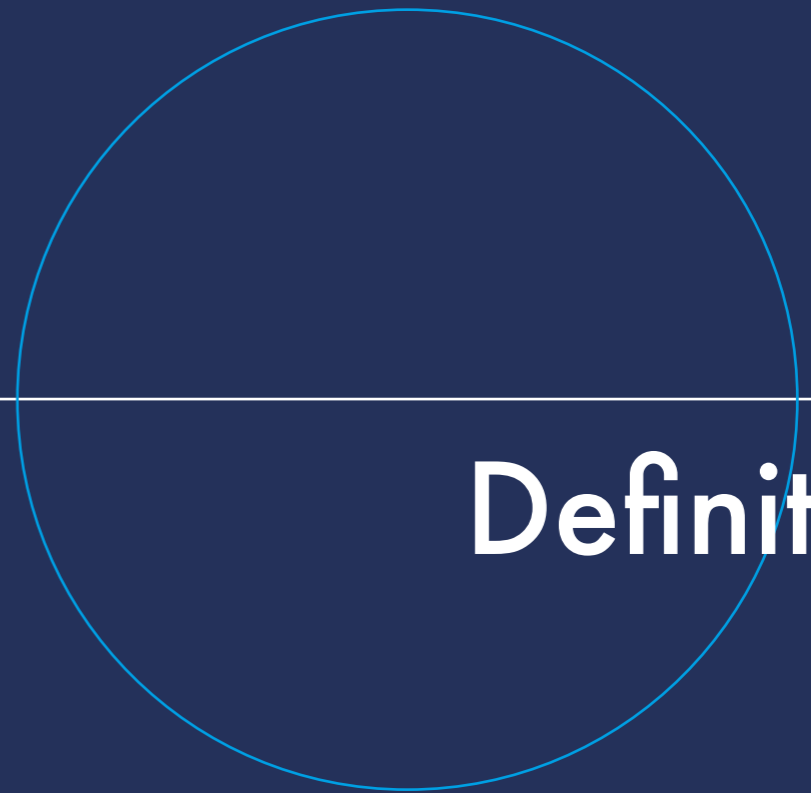
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01.

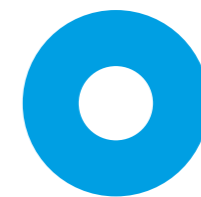


Definitions

1.1. IN THESE GENERAL TERMS AND CONDITIONS:

- • **Administration**
means Artemis Leros Boatyard Management which oversees the Workshop, Chandlery, and Reception division.
- • **Boatyard 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, for the moving of boats into and out of the water by the Roodberg Trailer, for the general maneuvering of boats on the storage area, and the washing, cleaning, and other repairs and maintenance work of boats.
- • **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 concerning 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) they have completed the Administration's Contractors registration and induction process to undertake works on the vessels on behalf of Artemis Leros Boatyard.
- • **Visitor**
is someone who is visiting Artemis Leros Boatyard (Broker, Skipper, Friends, etc.).
- • **High Risk**
refers to all operations at heights where the use of a crane is mandatory



02.

General

By signing the Haul out & Hardstand Agreement the Client assigns and agrees that the Boatyard undertakes the Hauling-out, Launching, Charging of the length of stay and/or all the expressly agreed operations (such as relocations) and all the terms that are mentioned in the present document.

This same applies to any separate detailed work agreement.

The Client reads and agrees with the following terms and conditions:

01.

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 them aware of the above rules to his crew, and all his visitors within the **Boatyard's premises**.

02.

The **Client** is responsible for the safety and general conduct of his crew and his visitors around his vessel or anywhere else around the **Boatyard's Premises**.

03.

Any accidents or serious incidents **must** be reported immediately to the **Administration**.

04.
The Client must ensure that:

A.

A The use of the tools and materials **must** be completed by the manufacturer's instructions. Industry guidelines must always be followed.

B.

The **Client** and his crew, agents, and visitors **must** be familiar with the **Boatyard's** Emergency and Evacuation safety procedures in case of an emergency.

C.

The **Client must** take all the necessary measurements to ensure the vessel's safety. If the vessel is in danger the **Boatyard** has the right to act to protect the boat and the neighboring boats.

03. Anyone operating within the Boatyard's Premises¹.

- • Is responsible for their safety.
- • **Must** comply with the Boatyard's rules and regulations.
- • Children under the age of 16 years **must** be supervised by an adult within the **Boatyard's Premises** at all times.

04. Visitors²

- • Visitors **must** sign in and out of the Boatyard upon their arrival/departure the Boatyard.
- • Visitors **must** carefully read all rules herein.

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

²All visitors and contractors 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.

05.

Contractors

A.

Contractors are allowed to enter the Boatyard premises if they are hired to undertake works on the vessels on behalf of Artemis Leros Boatyard. The 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 and leaving the Boatyard.

C.

A list of registered Contractors, is available at the **Boatyard's Reception**. Registered Contractors are required to provide proof of liability insurance to the Reception Office with limits of liability of no less than \$250,000 per person and \$1,000,000 per occurrence for bodily injury and \$500,000 for property damage or a combined single limit of 1,000,000 for bodily injury and property damage before performing any work within the confines of the Boatyard.

Each Contractor is responsible for assuring that the proof of insurance is presented in a form that names the company or individual(s) insured under the policy.

The insured must also provide a list of employees covered under the policy, such a list to be signed by the insured or by the authorized representative of the insured. Contractors not named as "insured" or "additional insured" on a policy or a signed list of employees of the insured will not be permitted to perform services in the Boatyard.

D.

For the execution of any works (during the period of stay) by any external contractor, a 10-days prior notice of the **Boatyard** is required. The **Boatyard** holds the right and responsibility to inspect the works commencing within the **Boatyard's Premises** at any time. 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 them from any ongoing works immediately until further notice. The contractors are not allowed to use any of the **Boatyard's** Equipment without the written approval of the **Boatyard**.

E.

Contractors must not go on, touch, interfere or do works on any vessel other than the one they have been authorized to work on.

F.

Any damage caused by third parties during non-working hours of the **Boatyard is illegal**. The **external contractors** are allowed to work on a boat during the boatyard's working hours. This is Monday to Friday 08:00-15:00 and Saturday 08:00-13:00. If they wish to work after hours, they need to get written permission from the **Administration**.

06.

Delivery of goods and equipment

The Boatyard **must** be notified if the **Client** is expecting any deliveries. All deliveries **must** be delivered within the **Reception**.

The **Boatyard** holds no responsibility for the condition of the goods. **If collection is required from the post office an extra charge will be applied.**

07. Vessel Movement³

01.

It is hereby agreed that the **Boatyard** has the right to move any vessel due to safety reasons, without prior notice. It is free of charge service.

02.

If due to the extension of the **Client's** 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.

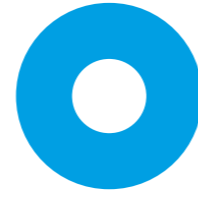
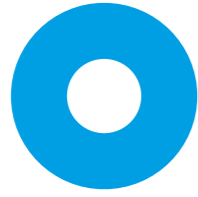
03.

When a vessel transfer or relocation is in progress within the **Boatyard**, no person other than the members of the Lifting Team is allowed to be near the vessel. Everyone else should be keeping a safe distance of 15 m away from the vessel and the trailer under it. The above is applicable during the process of securing the cradles under the boat in its final position.

04.

The lifting team must not be distracted during the whole time of the vessel's transferring process and application of the cradles

³The Hauling-out and Launching is a serious procedure just in case something goes wrong. Keeping distance during the Hauling-out and Launching Process is a necessity

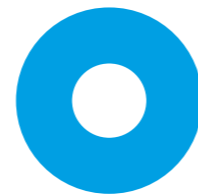
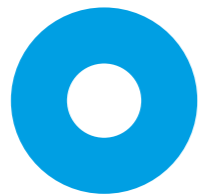


08.

Washing Area

During the Hauling-Out operation of the Vessel, as soon as it is out of the water it is placed at the Washing down Area for a compulsory pressure wash of the hull.

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





09.

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 vessel support.

B.

Whilst the yacht is on hard standings it is forbidden to lift sails, climb on the mast, open sail covers, and complete any other work which can put the stability of the vessel at risk.

C.

All high-risk operations can be executed only on designed areas and only by authorized personnel.

D.

Any Client who violates the above rules will be subject to contract revision.

10.

Working at Heights⁴

A.

B.

C.

D.

Ladders **must** be tied on at the toe-rail of the boat or on a fixed deck fitting and to be positioned on the even ground of the bottom.

The use of ladders as scaffolds is not allowed as a tool for work, as it is not designed for that reason. You will need to hire a scaffold from the **Reception** desk.

In case of any mast work is required, the use of a crane and the rigger are mandatory.

The **Boatyard's Personnel & the Client** must comply with the above guidelines.

⁴If 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.

11.

Facility Equipment

A.

A Only authorized personnel is allowed to use any Company-Owned Equipment.

B.

All people **must** keep a safe distance of 15 m away from all mobile equipment while operating within the **Boatyard**.

12.

Vehicles

A.

Visitors must park their vehicles in the outside parking area behind the Reception Office unless they need to load or unload their personal belongings or have permission from the Management.w

B.

Do not operate vehicles over 10 kilometers an hour in the boatyard.

C.

The safety of any vehicle within the boatyard or in the outside parking area is under the Client's responsibility and the Boatyard accepts no responsibility for any damage to any vehicle.

13.

Dress Standard

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

Pets

A.

The **Client** is permitted to have his pet/s in the Boatyard. If the pet/s has/has aggressive behavior, the **Client** is obligated to have his pet/s restricted.

B.

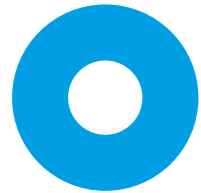
The **Client** is responsible to preserve the area clean and he **must** have his pet fully vaccinated.

14.

15.

Facilities and Amenities

All Barbecue, Laundry, and Bathroom users are required to keep the facilities clean after use.



16.

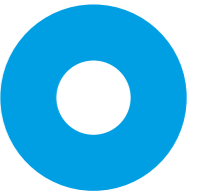
Personal Equipment/ Belongings

A.

The **Boatyard** holds no responsibility for any loss or damage for any of the **Client's**, their crew or visitors, and 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 is responsible to** keep his equipment secure in a safe place inside his vessel. The **Boatyard** has 24/7 CCTV and a nightguard to avoid any theft incidents and to monitor the premises.



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 protective clothing and equipment must be used if it deems necessary.

Electrical Power⁵

A.

All electrical tools and appliances used within the **Boatyard** **must** have an up-to-date certification for safe use. If they don't, they are tested by the **Boatyard's electrician** and to be tagged as safety equipment.

B.

Continuous electricity connection is not allowed when the **Client** is away. If the vessel needs regular charging, the client must request this service for the vessel to be added to the periodic charging list.

All unattended power cords will be disconnected immediately.

18.

⁵We just want to prevent the harm of any human in case of an accident.

19.

Alcohol, Drugs & Offensive language, or behavior

Alcohol use above the permitted limit set by Greek law is not allowed. Drug use is not allowed unless they are prescribed by your doctor.

Boat owners, their guests, or visitors at Boatyard premises that exhibit behavior that management deems offensive, disruptive, or threatening to Boatyard employees, other boat owners, guests, or visitors, will be requested to leave Boatyard premises.

Management further reserves the right to provide notice, for enforcement purposes, to boat owners of any violations by boat owners, their guests, or visitors of the terms of Artemis Leros Boatyard Rules and Regulations and/or Annual Storage and Dockage Contract; such violations may result in cancellation of the Annual Storage and Dockage Contract held with the boat owner.

Smoking

Smoking is not allowed inside all the buildings of the Boatyard. You are allowed to smoke outdoors.

20.

21.

Living Aboard

The **Client** and their visitors can live onboard to prepare their boat after the Hauling out and before the Launching operation. This period can be up to 10 days. If the customer intends to stay longer on the hard drive, they will need to ask permission from management or they need to arrange accommodation outside the boatyard.

In the event of an accident whilst staying onboard their vessel, the **Boatyard** is not liable for any damages and/or claims.

22.

Noise

All clients must respect their neighbors and keep the noise down in after hours. All noisy work must be completed during the boatyard's working hours. Any loud activity after hours will be not tolerated by the night guards, and you will be asked to stop it immediately.

Working on your boat hours

The **Client** is allowed to work on their boat during the boatyard's working hours. This is Monday to Friday 08:00-15:00 and Saturday 08:00-13:00. If they wish to work after-hours, they first need to get permission from the **Administration** and to follow any given instructions. The same is valid for the Boatyard's personnel or external contractors.

23.

Refueling

Refueling service can be arranged upon request by external companies on the hard and afloat.

24.

25.

Sanding Scraping

A.

A In windy conditions if the client wishes to do any scraping or sanding works, they will need to cover the boat to avoid scraped paint traveling to their neighboring boats. **Also, it is mandatory to use an industrial vacuum sander connected to their sanding machine.**

B.

The two sanding approved methods are wet hand sanding and a sanding machine connected to the appropriate vacuum sander to collect the dust. The use of a sanding machine without the appropriate vacuum sander is NOT allowed.

C.

The sanded paint collected by the industrial vacuum sander must be disposed of accordingly. (Please, speak to the reception for instructions).

D.

The Client is possible to rent a vacuum sander with a guarantee of 50 €. This money is refundable upon the returning of the machine in good working order and after the control of good operation by Boatyard's personnel. The rental price is 15 €/hour.

E.

Despite following the above instructions, if for any reason sanded paint is still traveling towards neighbor boats, the work must be stopped immediately.

26.

Sandblasting

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

27.

Hot work/ Welding

Hot work such as Welding, oxy cutting, and other such hot works shall not be carried out on the Boatyard. This kind of work must only be undertaken by the **Boatyard's Personnel**.

28.

Painting

A.

A The Clients are allowed to paint their vessels by themselves ONLY by roller or brush. Use of a Spray Gun for the painting of the vessel is not allowed and can be performed ONLY by the Boatyard's personnel.

D.

Any scheduled work involving Spray Gun application will be postponed and transferred to a later date if the weather is not allowing the safe application.

B.

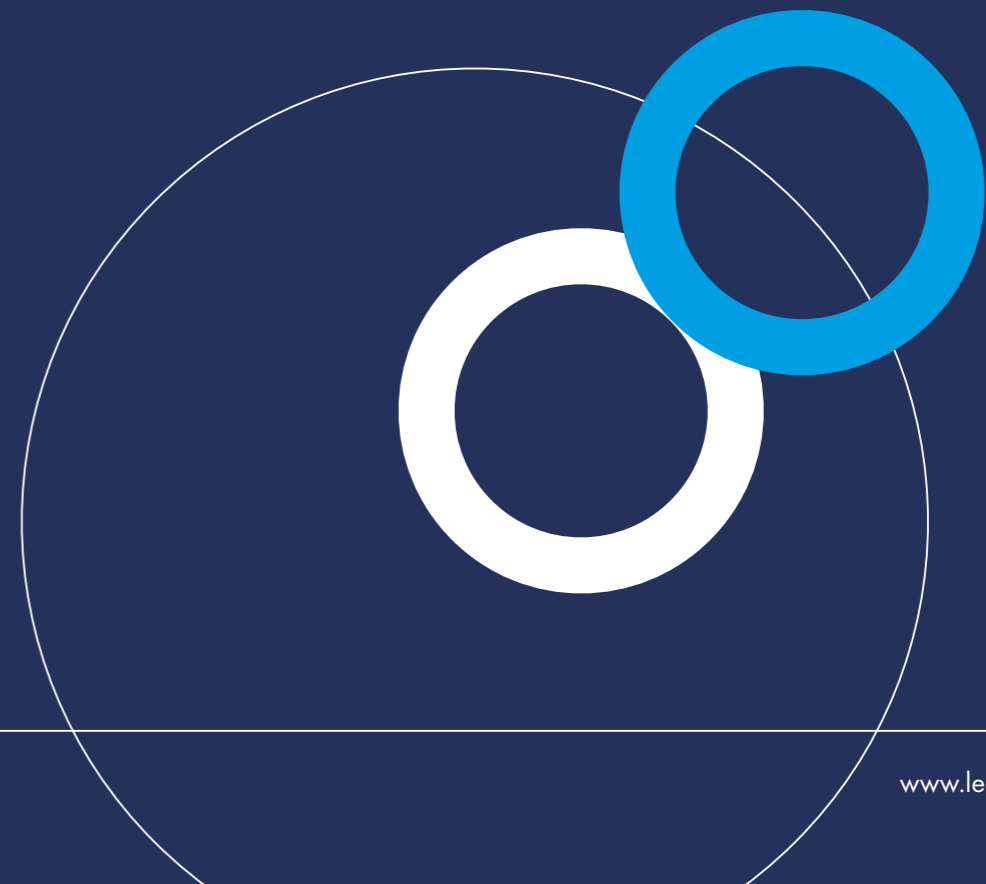
A The Clients are allowed to paint their vessels by themselves ONLY by roller or brush. Use of a Spray Gun for the painting of the vessel is not allowed and can be performed ONLY by the Boatyard's personnel.

E.

Any hazardous or toxic substances must be immediately cleaned and disposed to the appropriate area and the applicator must notify the **Administration** before its use.

C.

Any requested work needing the use of a Spray Gun has to be completed in the designated area for painting. This means that the vessels will need to be transported to and back from this area.



29.

**Waste
Material,
grease,
and oil
spills**

A.

Dispose of all used oil into the designated **“Used oil”** Container. Drain oil filters well before discarding them. Are located behind **the Reception Office**.

B.

By Law all bilges and waste tanks should be emptied before the Hauling-out procedure. There is also a service available to dispose of any waste or bilge contents whilst on the hard, please speak to the reception to arrange it.

C.

The **Boatyard** has special bins for used paints, oils, solvents, batteries, etc. Do not discard them anywhere else. Are located behind **the Reception Office**.

D.

Used scrap metals & Used Batteries must be placed into the designated bins. Are located behind the Reception Office.

E.

All work areas must be kept clean at all times and rubbish must be thrown in the bins.

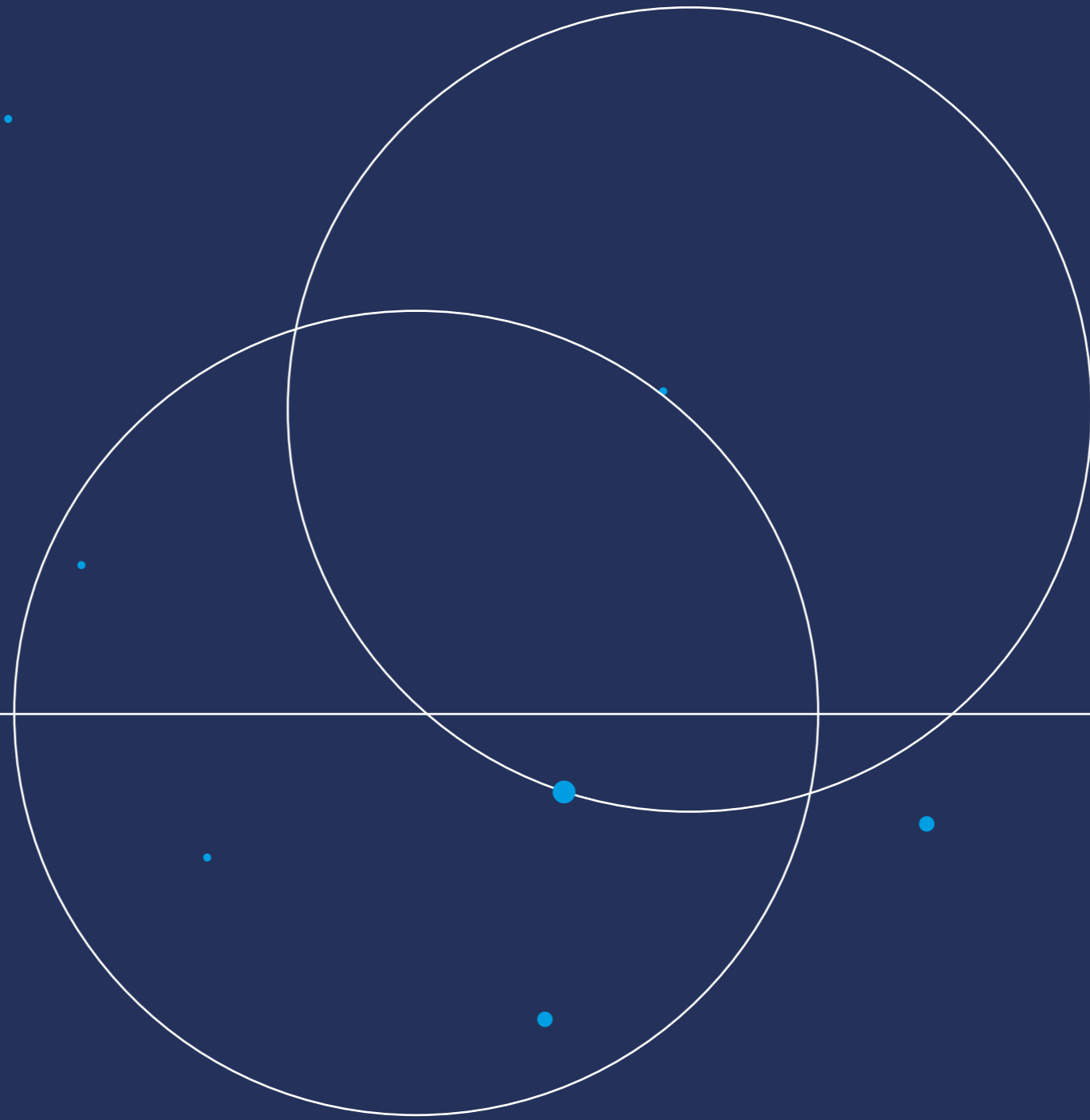
F.

The **Client** is responsible to preserve the **Boatyard** clean and he must deliver all of the waste to the designated bins, except lubricant and gas oil residues which have to be delivered to the designated area of the **Boatyard**. Are located behind the Reception Office.

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 will be responsible and face charges and maybe disciplinary actions if they do not comply.

30.



Insurance

A.

The Boatyard is covered by the Company BOATYARDSURE, NEXUS EUROPE SARL UK BRANCH In respect of Policy Reference: FB1500MAA210 General Liability for 2.000.000€. Third-party liability for 2.000.000€. (Drydocking, Berthing, Hauling out/Launching moving, and Repairs.

C.

YC 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 the shipyard or marine, dismantling, fitting out, overhauling, normal maintenance or while under survey, (also to include Drydocking and entry docking 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 layup 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.

B.

During the contractual period the Client must have his boat fully insured against all risks as these are stipulated by the Institute of London Underwriters or any other type of insurance contract covering against all risks. The Insurance must also include the Client's thirdparty liability for any loss or injury and according to law. The following should be mentioned, among other things, in the 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 conditions, contains the following provision regarding decommissioning (Article 2.1.2), that is, the period when the vessels are in a boatyard.

D.

The above terms and conditions are 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

B.

Prohibited antifouling. Antifouling paints containing tributyltin, organo-tin, or other hazardous compounds that pollute water are not permitted.

C.

All products containing mercury.

D.

Anything illegal.

E.

Hazardous items.

A.

Explosive power tools.

32.

Fire Safety

A.

A The Boatyard is equipped with a Fire Safety System and Fire extinguishers. Their locations are marked with the appropriate signs.

B.

In case any Fire extinguisher is being used, the **Administration must** instantly be notified.

C.

It is forbidden to use fire or any equipment which may put at risk the Client's, his crew, or any other people's lives and vessels that are on hardstands.

33.

Storage of Materials and equipment

The **Boatyard** has a specially designed Container to store any materials or equipment. Extra charges are applied according to the dimensions of the parcels.

34.

Weather⁶

The **Boatyard** is not responsible for any damage caused within their premises during the whole length of stay as a result of the following reasons:

A.

Damages caused by environmental phenomena like wind, rain, water, etc. In the event, of a fire inside the boat solely responsible is the **Client**, who is also responsible for taking all the necessary precautions to avoid such an incident.

B.

Any damage caused on the boat due to acts 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**.

⁶The 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.

Vessel Intact

35.

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 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 out & Launching operation, transfer and place the vessel within the **Boatyard's Premises**.

C.

During the Hauling & Launching, while transfer and placing of another vessel within the **Boatyard's Premises**.

B.

Due to faulty 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 the length of stay within the Boatyard's Premises

A.

Any injuries caused to the Client, and their employees. The client is solely responsible for the rectification of any injuries or damages. Any injuries caused to the Client, and their employees. The client is solely responsible for the rectification of any injuries or damages.

B.

Any damage caused by third parties during non-working hours of the **Boatyard**, as determined in article 5 of the present.

C.

Any damage caused on the Client's vessel or any other neighboring vessels, due to repairing or any works completed by the **Client**.

Conclusion

The duration of the above terms and conditions

is stipulated from the moment of the Hauling-out and Launching procedure. It is also including the period of the vessel's stay in the facilities of the Boatyard.

The payments of expenses and services of the Boatyard

are defined by the Haul out & Hardstand Invoice Agreement and the between the Client and **the Boatyard**. The same applies to any separate detailed form that will be issued for the agreed works for their boat.

A clearance from the accounting department

should be issued 24 hours before the launching operation. Any launching or hauling-out appointment should be scheduled at least 48hours before the required date. The appointment date (weather permitting) will be fixed, and written notices and 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 hereunder and under the exclusive jurisdiction of Dodecanese. The translation of the above terms is a free translation of the Greek text and for any dispute arising from hereunder, the original Greek is the valid one.

www.terosboatyardltd.com

Caring for
your Pride
and Joy

ARTEMIS
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