

AYIA NAPA MARINA MOORING, BERTHING AND BOATYARD STORAGE STANDARD TERMS & CONDITIONS

1. DEFINITIONS

Where the following words appear in these Standard Terms & Conditions, the Contract, the Offer Request, the Acceptance Notice and the Confirmation Form (as defined below) shall have these meanings:

“Acceptance Notice” means the form sent/submitted by the prospective customer to the Company notifying for the acceptance of the Offer Notice;

“Arrival Date” means the Day that the Customer declared with the Request for Offer, to be the first day of the agreed period for the Berth and/or Boatyard Storage and/or Boatyard Maintenance and/or Facilities;

“Ayia Napa Marina Charges” means the charges and/or fees and/or duties the Company charges, for the various services and/or facilities the Company offers at the Marina, including, without limitation, the Berths, the Boatyard and the Facilities;

“Berth” means the space in water, from time to time allocated by the Company to the Customer for the berthing and/or mooring of the Vessel during the the Contract term;

“Berth Fee” means the fee for a Berth payable by the Customer to the Company in relation to the Contract, as set out in the Offer Notice, calculated on a daily and/or monthly and/or six month and/or annual rate;

“Boatyard Storage” means the land space on the dry stack inside the Boatyard allocated from time to time by the Company to the Customer for the storage ashore of the Vessel during the term of the Contract;

“Berth Storage Fee” means the fee for a Berth Storage payable by the Customer to the Company in relation to the Contract, as set out in the Offer Notice, calculated on a daily and/or monthly and/or six month and/or annual rate;

“Business Day” means a day other than Saturday, Sunday or public holiday during which banks and financial institutions are open for business in Cyprus;

“Company” means M.M. Makronisos Marina Limited, a company registered and validly existing under the laws of Cyprus with registration number 304821, and a registered office address at 14 Michalakopoulou Street, 1075, Nicosia, Cyprus;

“Confirmation Notice” means the notification sent/submitted by the Company to the Customer upon receiving the Acceptance Notice, confirming the completion of the Contract;

“Commencement of the Contract” means the time that the Contract is concluded i.e. with the sent and/or submission of the Confirmation Notice;

Completion Date means the 12 pm of the last calendar date of the period agreed with the Contract;

“Contract” means the concluded Contract between the Customer and the Company, comprising of (i) the Request for Offer (ii) the Offer Notice;(iii) the Acceptance Notice; (iv) the Standard Terms & Conditions and

(v) the Boaters' Guide including without limitation the Rules and Regulations, published in the Website of the Marina, as may be amended by time to time;

"Customer" means the legal owner and/or charterer and/or master and/or agent and/or other person, whether natural or legal, in charge and/or in control and/or in possession of the Vessel that has entered into a Contract with the Company;

"Day" means a successive period of 24 hours, commencing at 12:00 pm of a specific day and ending at 12:00 pm of the very next calendar day;

"Facilities" means fresh water, sewerage, electricity, car parking, fibre to the boat for super yachts, comfort station, waste removal and/or other facilities, be supplied by the Company to the Customer throughout the Contract Term;

"Facilities Charges" means all charges and/or costs and/or expenses and/or duties, payable by the Customer to the Company, under a Contract for Marina Facilities;

"Fee" means the Boatyard Storage Fee and/or the Berth Fee accordingly, in relation to the Contract and the Facilities Charges, as set out in the Offer Notice, payable by the Customer to the Company;

"Standard Terms & Conditions" means the present Ayia Napa, Berth and Boatyard Standard Terms & Conditions, as may be amended and/or varied and/or supplemented and/or changed and/or replaced from to time to time by the Company in accordance with the terms hereof;

"Length Overall" or "LOA" means the overall length occupied by the Vessel including any fore and aft projections, temporary or permanent;

"Major Works" means any works other than Minor Works, undertaken and/or performed unto the Vessel including without limitation works covering over significant part of the surface area of the Vessel, (including without limitation, external sanding, angle grinding, welding, internal refit, spray painting etc);

"Marina" means the harbour, wet berth mooring, shore storage and any other area used for the launching, navigation, berthing, storage and maintenance of vessels, and all land, adjacent water and buildings located at the Ayia Napa marina site, in Ayia Napa, Famagusta, Cyprus, including, without limitation, car parks, boatyard, dry stack, jetties, waste disposal facilities, refuelling facilities, water and electricity infrastructure, roadways, leased and controlled by the Company;

"Minor Works" means power wash, polish, internal cleaning and any other of a routine nature, soft kind and small area work undertaken and/or performed unto the Vessel;

"Month" means a successive calendar period commencing at 12:00 pm of a specific calendar day, ending at 12 pm on the respectively calendar date of the next calendar month;

"Offer Notice" means the offer issuance by the Company upon a Request for an Offer, specifying the Fee, the Standard Terms & Conditions and the Special Conditions for a prospective Contract;

"People of the Company" means the Master and the employees and/or people under the control and/or direction of the Company;

"People using the Vessel" means the Customer's crew, family, visitors, guests, any person in charge of the Vessel and/or any other person into or making use of the Vessel and/or any part thereof;

Request for Offer means a mooring/berthing and/or storage and/or maintenance application, in the standard form published in the Website, respectively, fully completed and sent/submitted by the prospective Customer to the Company requesting for an offer;

“Reservation Fee” means a fee if required, to be paid in advance by the Customer at a time and an amount specified in the Offer Notice;

“Special Terms” means those terms and conditions set out in the Request for Offer and Offer Notice which form part of the Contract;

Terms of the Contract means the Standard Terms & Conditions, the Special Terms and any other term incorporated of the Contract;

“Vessel” means any form of craft, boat, ship, dinghy, multi-hull or other waterborne motor and/or sailing yacht;

“Year” means a successive period of 12 (twelve) Months commencing at 12:00 pm on a specific calendar day and ending at 12:00 pm on the calendar day falling 12 (twelve) Months there from;

2. RESERVATION FEE AND THE RIGHT OF A WITHDRAWAL FROM THE CONTRACT

- 2.1. The Company may at its absolute discretion, require the Customer at the conclusion of the Contract or at a time specified by the Company with the Offer Notice, to pay a reasonable Reservation Fee.
- 2.2. The Customer has the Right of Withdrawal from the Contract, within the ninety (90) - calendar day's period before the Arrival Date with no refund of the Reservation Fee.
- 2.3. The withdrawal notice must be sent to the Company in writing, by email to the email addresses depicted in the Sub-Clause 20.4. The notice should clearly state the Customer's decision to withdraw from the contract, the details of the Vessel and the Berth or Boatyard Storage identification number, as depicted in the Confirmation Notice.
- 2.4. The Reservation Fee will form part of the Fee.

3. PAYMENT OF THE FEE

- 3.1. Unless otherwise is specified with the Offer Notice and agreed with the Contract, the Berth, or Boatyard Storage and/or Facilities at the Marina shall be provided for the periods and at the rates of charge set and revised from time to time by the Company and are in force at the conclusion of the Contract.
- 3.2. The Fee shall be paid to the Company in the manner described in Offer Notice. The Fee on a daily and/or Monthly rate, may be required, at the Company's discretion, to be paid in advance upon Commencement of the Contract.

- 3.3. The Company is entitled to additional Facilities Charges which are not free of charge except if otherwise is specified in the Offer Notice.
- 3.4. The Facilities of (i) the use of toilets, showers and washbasins in dedicated facilities at the Marina; (ii) receptacles for the deposit of recycling and refuse -excluding any hazardous or toxic- substances; (iii) receiving of post and parcels on the Customer's behalf (without prejudice to the Sub-Clause 4.5); are always free of charge under the Contract. The Facilities of (i) the use of the car park at the Marina; (ii) the supply of water on Pontoons (iii) oil disposal; and (iv) power supply, are charged with an extra fee, except otherwise is specified in the Offer Notice and/or in the Standard Terms & Conditions.
- 3.5. Fee is payable to the Company on the date such payment falls due (at the time of the provision of such facilities or as otherwise it is specified by the Company) and in any case must be paid to the Company before the Vessel leaves the Marina. If the Customer fails to make any payment to the Company on the date such payment falls due, the Company, without prejudice to any of its rights or remedy under the Contract, shall be entitled to take any, even cumulatively, of the following steps:
- i. Terminate the Contract in accordance with the provisions of the clause 12.3;
 - ii. Suspend the provision of any services to the Customer (including but not limited to the provision of Berth or Boatyard Storage);
 - iii. Secure the Vessel afloat or ashore and/or prevent the Vessel from leaving the Marina;
 - iv. Lift the Vessel out on to the Company's hard standing for which all charges incurred shall bear the Customer's account;
 - v. Charge the Customer of an interest on the amount unpaid at the rate of 3 % above the Central Bank of Cyprus base rate, calculated daily, from the date such amounts should have been fully paid up to the date of actual payment;
 - vi. Charge and claim from the Customer the cost of recovering any overdue amount including but not limited to legal costs;
 - vii. Take any other reasonable action.
- 3.6. Unless otherwise agreed with the Contract, the Fee is payable irrespective of whether the Berth or Boatyard Storage is occupied or not by the Vessel. No refunds will be made by the Company to the Customer for any period during the Contract where the Berth or Boatyard Storage is not occupied.

4. GENERAL OBLIGATIONS REGARDING THE USE OF THE MARINA

- 4.1. The Customer shall respect and abide by all laws and regulations in force in the Republic of Cyprus as well by the Boaters' Guide including without limitation the Rules & Regulations, and shall ensure that its dependants and any of its subcontractors and People Using the Vessel also respect and abide by all such laws and regulations as well the Boaters' Guide. Without prejudice to any other right or remedy the Company has under the Contract, the Customer shall indemnify the Company against any claims and proceedings arising from any infringement by the Customer and/or People Using the Vessel and/or the Contractor (s) of such laws and/or the Boaters' Guide, as may be amended from time to time.
- 4.2. All Vessels must obtain permission from the Company before entering the Marina. Without prejudice to any of the terms of the Boaters' Guide, the Customer must at all times act in accordance with all instructions given by the People of the Company.

- 4.3. The Customer shall, except as otherwise provided in the Contract, not have a right to use another berth and/or boatyard storage than the Berth and/or Boatyard Storage identified by the Company with the Contract and/or at the time of the Vessel's arrival at the Marina.
- 4.4. The Customer shall remove temporarily, for as long as it takes, the Vessel from the Marina any time that is notified by the Company due to maintenance works of the Marina, including without limitation dredging operations and/or deepening the basin of the Marina and/or moving, adapting or removing the pontoons, and/or for any reason at the absolute and sole opinion of the Company. The Company shall have the right to remove and/or relocate the Vessel, whether afloat or ashore, in any case the Customer, for any reason, does not proceed within a reasonable time, accordingly. The Company shall not be liable to the Customer for any loss, cost or damage suffered or incurred by the Customer, except in respect of death and personal injury caused by the Negligence and/or Willful Misconduct, where such actions, namely either the removal of the Vessel by the Customer or the removal and/or relocation of the Vessel by the Company, are taken under the present Sub-Clause.
- 4.5. The Company shall have the right to reasonably refuse post and/or parcels and/or equipment addressed to the Customer at the Marina. In the event such deliveries are accepted by the Company on the Customer's behalf such deliveries shall be accepted at the sole risk of the addressee and the Company shall not be liable for any loss, damage and/or otherwise that such deliveries may suffer as a result of their acceptance by the Company.
- 4.6. The Customer shall not affix a washing line and/or display any washing and/or laundry on any part of the Vessel, pontoons and/or jetties and/or within any part of the Marina.

5. COMMERCIAL USAGE

- 5.1. Except otherwise agreed within the Special Terms of the Contract and/or except with the prior written consent of the Company (which may be withheld at the Company's sole and absolute discretion), the Customer shall not have the right to use the Berth and/or any other part of the Marina for any commercial and/or residential purpose, including without limitation hiring, embarkation, embarkation of charter parties demonstrations, shows, filming. For the avoidance of any doubt, the occasional use of the Vessel by any friend of the Customer shall not be deemed as commercial and/or residential purpose hereunder, provided always that the Customer shall upon request by the Company supply the Company with full details in writing of all such use.
- 5.2. Where written consent is granted by the Company in accordance with Sub-Clause 5.1 hereinabove, the Company reserves the right, to change the Fee and/or to impose an additional Fee and/or impose further conditions and/or restrictions to the Customer.

6. DISPLAYING OF NAME

- 6.1. The name of the Vessel must be clearly displayed on the Vessel in a prominent position making it easily identifiable.
- 6.2. All items of the Vessel including, without limitation, gear, tenders, dinghies, trailers and all other equipment related to the Vessel shall be clearly marked by the Customer with the Vessel's name.

7. BERTH ALLOCATION

- 7.1. Without prejudice to the Sub-Clause 7.2 herein under, the Customer shall not have a right to berth and/or moor and/or store the Vessel at a Berth and/or Boatyard Storage different than those

identified by the Company either by the Confirmation Form and/or otherwise under the Contract and/or at the time of the Customer's arrival at the Marina.

- 7.2. Nothing in the Contract shall entitle the Customer to the exclusive use of a particular Berth during the Contract Term. The Company has the right, on its sole discretion and without providing any reasoning to the Customer, from time to time, to allocate another Berth or Boatyard Storage to the Customer. In such a case, if the Customer fails and/or neglects and/or refuses and/or is unable for any reason to move the Vessel to such new Berth, in a reasonable time (in any case not later than six (6) hours) after requested accordingly by the Company, the Company has the right to move (without any prior permission by the Customer) the Vessel to the new Berth. The Company shall not be liable to the Customer for any loss and/or cost and/or damage suffered and/or incurred by the Customer, except in respect of death and personal injury caused by the Gross Negligence and/or Willful Misconduct, where such actions are taken (namely either the move and/or allocation of the Vessel by the Customer or the move and/or allocation of the Vessel by the Company) under the present Sub-Clause.
- 7.3. If at any time during the Contract Term the Berth previously identified by the Company to the Customer, is not being used by the Customer for mooring the Vessel, the Company shall be entitled to moor or permit a third party to moor a vessel at such Berth and the Company shall be entitled to all income (if any) arising there from. The Customer shall give to the Company not less than 24 hours' prior notice of his intention to return his Vessel to the Marina otherwise the Company is not liable for the Berth and/or berth temporary -in any case not exceeding the ten (10) hours- unavailability. In such a case, i.e. of temporary unavailability for the Berth and/or any other berth the Vessel has to moor at a waiting berth in accordance with instructions given by the People of the Company until the Company make the Berth or any case an alternative berth available to the Customer.

8. HEALTH, SAFETY AND ENVIRONMENT

- 8.1. The Customer undertakes and shall report to the Company any accident and/or injury and/or death and/or damage and/or defect to the Marina infrastructure and/or to any public or private property that occurs in the Marina and/or within the Vessel and/or otherwise, as soon as possible and in any case no later than 6 (six) hours after such accident and/or injury and/or death and/or damage and/or defect to the Marina infrastructure and/or to any public or private property occur or the Customer become aware or should reasonably have become aware. Without affecting any other right or remedy may the Company have under the Contract, the Customer shall indemnify the Company for any loss and/or damaged suffered, caused by such omission.
- 8.2. The Company has the right to refuse access and/or entry and/or berthing and/or mooring and/or storing of a Vessel into the Marina which is considered, at the reasonable opinion of the Company, to be unseaworthy and/or dangerous to cause and/or cause pollution to the environment (including without limitation water pollution, the air pollution, the soil pollution, noisy pollution) of the Marina.
- 8.3. The Customer undertakes and shall keep and/or maintain, throughout the Contract Term, the Vessel and/or the Vessel's engines and/or machinery in a seaworthy, good, safe and serviceable condition such that the Vessel does not poses a threat to safety and/or to be dangerous to cause and/or to cause pollution to the environment of the Marina.
- 8.4. Without prejudice Sub-Clause 8.6 herein under, the Customer any time is requested by the Company to take any necessary action(s) (including without limitation to remove the Vessel from the Marina, to moor, re-berth, move, board or carry out emergency work(s) on or out the Vessel and any equipment of the Vessel,) for the safety and/or security of any person in the Marina and/or the Vessel and/or the Marina and/or pollution control, must proceed as soon as possible and without undue delay to such

action(s) . If the Customer is unable for any reason to take by himself the required action(s) shall request the Company to take such actions. The Company reserves the right in the case that the Customer for any (unjustified or justified) reason, does not proceed and/or request from the Company to take such action(s), within a reasonable time, to take itself any, in the reasonable opinion of the Company, necessary and/or required action(s), (including without limitation to enter on board the Vessel without the prior notice and/or permission of the Customer, to remove and/or relocate the Vessel, whether afloat or ashore).

- 8.5. The Company reserves the right at any time, when in the Company's reasonable opinion there is an emergency situation for the safety and/or security of any person in the Marina and/or the Vessel and/or the Marina and/or pollution control, without prior notice and/or the prior permission to the Customer, even by force, to take any in the reasonable opinion of the Company necessary and/or required action(s), including without limitation to enter on board the Vessel, to moor, re-berth, move, board or carry out emergency work(s) on or out the Vessel and any equipment of the Vessel.
- 8.6. The Company shall not be liable to the Customer for any cost, loss and/or damage suffered and/or incurred by the Customer, except in respect of death and/or personal injury caused by the Gross Negligence and/or Wilful Misconduct of the Company where such actions under Sub-Clause 8.4 and 8.5 hereinabove are taken.
- 8.7. The Customer shall not re-fuel the Vessel in the Marina except through the Company's re-fuelling berth(s).
- 8.8. Pets are permitted within the Marina provided that always at all times such pets and their actions remain the responsibility of the Customer and provided that such pets are kept under the control of the Customer. All dogs must be kept on leads when in the Marina. The Customer shall ensure that such pets do not cause any nuisance or annoyance to the Company, to any other users of the Marina or any person residing in the vicinity. The Company reserves the right to require the Customer to remove any animals from the Marina.

9. MAINTENANCE OF THE VESSEL

- 9.1. No Work(s) shall be done to the Vessel, gear, equipment or other goods while in or on the Marina by the Customer, unless with the prior written consent of the Company which may be withheld at the Company's absolute and sole discretion. Without prejudice of the Sub-Clause 9.2 herein under, this restriction shall not apply to Minor Work(s), carried out by the Customer, provided always that any such Minor Work(s) does not cause any nuisance and/or annoyance to the Company and/or to the Marina and/or to any other users of the Marina and/or berth-holders and/or any other person(s) residing in the Marina's vicinity. The Customer shall provide the Company with all information and/or documentation relating to such Work(s) as well as with evidence of the necessity of such work(s), at any time these be requested by the Company.
- 9.2. No painting or hot Minor and/or Major Work(s) are to be undertaken either on or alongside the pontoons. In the event that the Customer wishes to undertake such an action, it may only do so with the prior written consent of the Company and only under the administrative orders of the Company.
- 9.3. Whenever any kind of Minor and/or Major Work(s) is carried out on or out the Vessel, the Company may, at its sole and absolute discretion, require the Customer to move the Vessel to a designated area in the Marina or at a specific berth or dock before and/or during such work to be carried out. The Company reserves the right for a reasonable cause to demand from the Customer to immediately stop and/or cease performing such works.

- 9.4. Whenever any kind of Minor and/or Major Work(s) is carried out on or out to a Vessel, the Customer shall carry out the Work by adopting all the appropriate health and safety measures and maintaining the Marina always clean and by taking all reasonable steps to minimize any potential nuisance that may be caused by works. No tools or equipment shall be placed or left on any part of the Marina and Customer shall ensure that no spillage of liquids occurs. All waste materials shall be removed by the Customer after any work to the Vessel.
- 9.5. The Customer has the right to appoint a reputable external Contractor to carry out the Minor and/or Major Work(s), subject that the Contractor and/or the Customer on behalf of the Contractor has obtain the prior written work permission of the Company. The prior permission of the Company is always subject to (i) the issuance of a professional certification of the Contractor for the work(s) is going to carry out on or out to a Vessel, (ii) the provisions of Clause 10.1 (third-party's liability insurance covering the Contractor) and/or the Contactor has a professional insurance covering first and third – party liability and (iii) any other reasonable requirement of the Company. The Company reserves the right not to issue the work permission in the case that the Contractor does not satisfy all of the Company's requirements and/or work revoke and/or withdraw and/or terminate the work permission at any time, in the event that the Company is not satisfied with any of the aforesaid documentation and/or information to be provided by the Customer and/or the Contractor and/or in any case the Customer and/or the Contractor does not respect and/or abide by all laws and regulations in force in the Republic of Cyprus as well by the Boaters' Guide and/or to any administrative order of the Company.
- 9.6. Without prejudice to any other right or remedy the Company has under the Contract and/or the law, the Customer shall indemnify the Company against any claim and/or damage suffered directly and/or indirectly arising out of carrying out of such work(s) or any shortfall in the adequacy of such insurance.
- 9.7. People of the Company are not permitted to carry out work(s) on or out Vessels except in their capacity as Company employees. The Company accepts no responsibility for work(s) carried out by any person of the People of the Company unless arranged by the manager and properly authorised by the Company.
- 9.8. Without prejudice to any other right and/or remedy the Company has under the Contract and/or the law, the Company shall have the right to claim against and/or demand from the Customer all costs and/or expenses incurred by the Company for remedial works conducted and/or performed and/or carried as a result of any damage caused by the Customer, the People Using the Vessel and/or the Customer's Contractor whilst performing and/or conducting and/or carrying out the major works and/or any other works on and/or out the Vessel.

10. INSURANCE

- 10.1. The Customer shall have, such insurances as required under applicable law, issued through reputable insurance company(ies), that shall include, without limitation (i) general liability coverage of the Customer, the People Using the Vessel, the Contractor if any and the Vessel (ii) third party liability coverage. The coverage shall be, in respect of any accident and/or damage to the Marina and the People of the Marina and any person using the Marina and any property in the Marina, that may take place within the area of the Marina, both during the Contract Term and after the expiration and/or termination of the Contract; (ii) and salvage and/or wreck insurance adequate to cover all and any costs of salvage, recovery, removal and disposal of the Vessel.

- 10.2. The Customer shall, upon written request of the Company, provide the Company with a copy of a full structural out-of-water survey report for all timber hulled vessels such survey report to be less than 3 (three) years old and updated at least every 3 (three) years.

11. LIABILITY AND INDEMNITY

- 11.1. Without prejudice to Sub-Clause 11.5 and to any other Term of the Contract, the Company shall not be liable towards the Customer and/or the People Using the Vessel and/or Contractor(s) of the Customer, for any injury and/or death and/or loss and/or cost and/or expense and/or any other damage of whatsoever kind caused to the Vessel or other property of the Customer and/or the People Using the Vessel and/or Contractor(s) of the Customer, except in the cases the Customer may prove, by presenting the true facts to the Company, that they are caused by any act under gross negligence and/or wilful misconduct and/or omission under gross negligence and/or willful misconduct and/or fault under gross negligence and/or willful misconduct, of the Company and/or People of the Company and/or warranty made by the Company in relation to the Berth and/or the Boatyard Storage and/or the Marina and/or the Facilities and/or use thereof by the Customer.
- 11.2. The Customer shall defend, indemnify and keep harmless the Company, the People of the Company, contractors, subcontractors, agents, consultants and other representatives (the “Indemnified parties”) from and against any and all suits, actions, claims (first party or third party claims), penalties, damages, losses, liabilities, costs (including without limitation reasonable attorney’s fees) and judgment, (i) arising as a result of or in connection with the Vessel and/or any action or omission (within the area of the Marina or the vicinity) of the Customer, the People Using the Vessel, his Contractor(s) or subcontractor(s), except where caused by an indemnified parties’ own negligence and/or misconduct, or (ii) as a result of any breach by the Company of any of its obligations set forth in the Contract.
- 11.3. The Company shall have no duty and/or responsibility and/or obligation to salvage and/or preserve the Vessel and/or other property upon the Vessel from:
- (a) The consequence of any defect in the Vessel or property concerned unless the Company has been expressly engaged to do so by the Customer subject to and in accordance to a contract to be executed by and between them;
 - (b) The consequences of an accident for which the Company is not responsible.
- 11.4. The Company shall bear no liability whatsoever in the event of theft and/or any damage and/or harm and/or destruction being caused by any person to any Vessel and/or goods of the Customer and/or the People Using the Vessel within the Marina area.
- 11.5. The Company shall not be liable to the Customer for any loss and/or cost and/or damage suffered or incurred by the Customer where any action(s) is/are taken by the Company (and/ or People of the Company on behalf of the Company), for which the Company is entitled to take under the Contract, either due to failure for any reason of the Customer and/or People Using the Vessel and/or the Contractor(s) to abide to the Terms of the Contract (including without limitation the Standard Terms & Conditions , the Boaters’ Guide) and/or to administrative orders for the good management of the Marina and/or under any other situation/circumstances except in respect of death and personal injury caused by the Gross Negligence and/or Wilful Misconduct of the Company and/or People of the Company accordingly.

12. VALIDITY OF THE CONTRACT AND TERMINATION

- 12.1. Without prejudice of Sub-Clauses 12.2-12.4 herein under, the Contract shall be valid and remain in force from the Commencement of the Contract until the Completion Date.

It is understood that the Berth and and/or Boatyard Storage and/or other Facilities will be available and/or supplied to the Customer upon the Arrival Date.

- 12.2. The Contract will be terminated automatically upon the following cases:

- The Customer has not given rise to the Reservation Fee, if any, within 24 hours after such a Fee falls due.
- The Customer fails to arrive at the Marina at the Arrival Date subject to (i) the Customer has not notified in writing the Company earlier or in a reasonable time, (in any case not later than 24 hours from the 12 pm of the Arrival Date); and (ii) the Customer has not proceed, (if requested by the Company), to the payment of the fee due and payable in accordance under the Contract.

Notwithstanding anything to the contrary in the General Terms & Conditions the total financial liability of the Company for the loss and/or damage that the Company suffered because of the Contract termination under the Sub-Clause 13.2, shall amount to the Reservation Fee paid by the Customer under the Contract. The Customer shall not be entitled to any refund and/or reimbursement of the Reservation Fee paid.

12.3. Termination by the Company

- 12.3.1. The Company may, after giving seven (7) calendar days' Termination Notice to the Customer, terminate the Contract, in any one of the following cases:

- The Customer fails to make any payments of any Fee and/or any invoice and/or any other amounts payable to the Company under the Contract after such payments they fall due and the Customer does not proceed with the due (including any possible accrued interest), within 7 calendar days from the date of having been served with termination notice.
- The Customer and/or People using the Vessel is/are in a breach of any of the terms of the Contract which, under the Contract and/or in the reasonable opinion of the Company, is liable of remedy in an amount reasonably calculated and specified by the Company with the Termination Notice and the Customer fails to remedy such a breach within 7 calendar days upon the date of having been served with Termination Notice.
- The Customer and/or People using the Vessel fail, in the reasonable opinion of the Company, to fulfill substantially any of the contractual obligations and/or are/is in a breach of any term of the Contract, even if such a breach is capable for remedy, if such a breach is continued and/or repeated and/or in the reasonable opinion of the Company is serious or poses an immediate risk or threat to the health, safety or welfare of any other person or property in the Marina and/or the vicinity.
- The Customer and/or People using the Vessel refuse and/or neglect to carry out administrative orders given by the Company for the good operation of the Marina and/or violates the Marina Rules & Regulations.
- The Customer and/or People using the Vessel in the reasonable opinion of the Company, engage in any conduct prejudicial to the Company and/or the Marina;

It is noted that where the breach is serious or poses an immediate risk or threat to the health, safety

or welfare of any other person or property, the Termination Notice served by the Company may be short in duration or may be with immediate effect.

- 12.3.2. In addition to the grounds for termination defined hereinabove, in the case that the Customer is a legal entity, the Company may, after giving seven (7) calendar days' Termination Notice to the Customer, terminate the Contract, in the case the Customer is in bankruptcy or liquidation, compulsory administration, bankruptcy settlement, has suspended business activities, is the subject of proceedings concerning similar matters, or is in any analogous situation arising from a similar procedure provided for by the national legislation and/or regulations.
- 12.3.3. In addition to the grounds for termination defined hereinabove in the case that the Customer is a legal entity and proceed to the contract for business purposes, the Company may, after giving seven (7) calendar days' Warning Notice to the Customer, terminate the Contract, in the case the Customer has been convicted of an offence concerning its professional conduct by a judgment which has the force of res judicata the Customer has been guilty of grave professional misconduct, which may be proven by any means which the Company can justify.
- 12.3.4. Notwithstanding anything to the contrary in the General Terms & Conditions the total financial liability of the Company for the loss and/or damage that suffered because of the Contract termination under Sub-Clause 12.3, shall amount to all amounts payable under the Contract which, upon the termination become immediately due and payable. The Customer shall not be entitled to any refund and/or reimbursement of amounts paid by the Customer to the Company in advance and/or prior to their due date. Termination under the Sub-Clause 12.3 shall not affect any other rights of the Company or the Customer which derive from the Contract.
- 12.3.5.
- **Annual Contracts** – Boat owners who do not **renew and prepay** their annual contracts **at least 30 days before** their expiry date will be considered as not wishing to renew. Their berth may then be allocated to another client.
 - **Six-Month Contracts** – The renewal and prepayment deadline is **15 days before** the expiry date. After this period, the berth may be reassigned.
 - **Prepayment Requirement for Discounted Annual Rates** – Owners who have signed annual contracts but have **not completed the required prepayment** (as per the discount terms) will be considered as having **no valid contract** in effect, and their berth may be released.
 - **Boats Remaining Without a Valid Contract** – Owners who **fail to respond** to our renewal notices and **continue to keep their vessel berthed** at the Marina **without a valid contract** will be charged a **daily berthing rate** until the boat is removed from the Marina.

12.4. **TERMINATION FOR REASONS BEYOND THE CONTROL OF THE COMPANY**

The Company may, terminate the Contract after giving a Termination Notice with immediate effect to the Customer, in any case the Company is unable to perform the Contract due to an impediment beyond its control that could not be reasonably expected to have taken into account at the time of the conclusion of the contract or to have avoided or overcome it, or its consequences. The following circumstances in particular shall be regarded as force majeure provided that the Company is, due to such circumstance be unable to perform the Contract : Act of God (including without limitation storm, tidal waves, lightning, earthquakes and/or other natural disaster), fires, flood explosion, act of terrorism, civil disturbance, loss of access by sea or land, act of any governmental or quasi-governmental body or environmental authority (including variation, refusal or revocation of any licences or consents). If the Company's inability to perform the Contract is due to the failure by a third person whom he has engaged to perform the whole or a part of the contract, the Company is

exempt from liability only if: (a) the Company is exempt under the preceding paragraph; and (b) the person whom he has so engaged would be so exempt if the provisions of that paragraph were applied to him.

Notwithstanding anything to the contrary in the Standard Terms & Conditions the total financial liability of the Company for the loss and/or damage that the Customer suffered because of the Contract termination under Sub-Clause 12.4, shall be to the refund of the Fee relating to the unexpired portion of rental period. Termination under the Sub-Clause 12.4 shall not affect any other rights of the Company or the Customer which derive from the Contract.

12.5. Any Termination Notice under the Clause 12 shall be served personally to the Customer or to any person of the People Using the Vessel in the case that the Customer cannot be found, or sent by registered post or recorded delivery service to the Customer's last known address and in the case of the Customer being a company, notice shall be served at its principal place of business or registered office.

12.6. **TERMINATION BY THE CUSTOMER**

12.6.1. The Customer may, after giving seven (7) calendars days' Termination Notice to the Company, terminate the Contract, in the case

- The Company fails to provide to the Customer for a successive period of three (3) calendar days the Facilities of water and/or power supply.
- The Company fails to make a berth available to the Customer after the ten (10) hours-time period the Company has in order to make to the Customer available a berth, in accordance with Sub-clause 7.3.

Notwithstanding anything to the contrary in the Standard Terms & Conditions the total financial liability of the Customer under the present clause shall be to the refund of the Fee relating to the unexpired portion of rental period.

12.6.2. Termination under Sub-Clause 12.6.1 shall not affect any other rights of the Company or the Customer which derive from the Contract.

12.7. **TERMINATION OR EXPIRATION EFFECTS**

12.7.1. Upon expiry or termination of the Contract the Customer shall remove the Vessel and any other property from the Marina immediately. If the Customer fails, for any reason, to proceed accordingly, the Company shall have the right:

- To charge the Customer, at the daily Fee rate, for each day between expiration or termination of the Contract Term and the date of removal of the Vessel by the Customer from the Marina;
- To stop providing any Facility the Company is offering to the Customer under the Contract including without limitation the power supply and/or water ;
- To remove the Vessel from the Marina and thereupon secure it elsewhere and charge the Customer for all costs reasonably arising out of such removal including alternative berthing or storage fees.

12.7.2. The Company has no responsibility for loss or damage to any Vessel or goods of the Customer and/or People Using the Vessel, left at the Marina without the Company's consent, upon the expiry or termination of the Contract.

12.7.3. The Company shall have the right to inform Marine Police to prevent the Vessel from leaving the

Marina in any case the Customer did not pay to the Company any outstanding amount arising and/or payable to the Company under the Contract, including without limitation Fee and/or any invoice LDs and/or other remedy amount payable for any loss and/or damage the Company suffered by any breach of the Contract.

- 12.7.4. The expiration of the Contract does not affect any rights and/or obligations of the parties under the Contract.
- 12.7.5. After the expiration of the contract, if the Customer wishes to berth and/or moor and/or store the Vessel in the Marina for any period beyond the expired period, shall submit to the Company a new Request of an Offer upon which the Company shall issue an Offer Notice. In the case of the conclusion of a new contract the Company does not guarantee that the Berth in which the Vessel was berthed and/or moored and/or stored shall be available for the new Contract Term.

13. PARKING FACILITIES

- 13.1. Without prejudice of Sub-Clause 13.2 herein under, the Customer with a Vessel at wet Berth has, on annual basis, access to the Marina parking place with 50% discount. A Customer with a Vessel stored at Boatyard Storage has, on annual basis, access to the Marina open parking place with 50% discount. A Customer with a Vessel at wet Berth at Poseidon Dock, as illustrated in the diagram of the Marina, published in the Website, has his own private parking for one car.
- 13.2. Parking facilities are not guaranteed by the Company. The Company shall bear no liability whatsoever in the event of theft and/or any damage and/or harm and/or destruction being caused by any person to any vehicle(s) parked at the Marina and/or the Company's premises.
- 13.3. The Customer shall and shall ensure that People using the Vessel shall keep their vehicle(s) roadworthy and insured as required under applicable law, covering, without limitation (i) third party liability covering the Customer and the Vehicle, the People Using the Vehicle in respect of each accident and/or damage take place within the area of the Marina and/or the parking area.
- 13.4. No vehicle is permitted to be parked or left in such a way, as to obstruct the roadways, walkways, footpaths, slipways, or access points at the Marina.
- 13.5. The Company reserves the right not to accept any vehicle(s) in the Marina and/or to remove and scrap any vehicle(s) in the Marina, not satisfying any requirement set by statute, local and/or the Company's regulations, policies and procedures relating health & safety and the environment and/or any other requirement set hereinabove.

14. TEMPORARY INTERRUPTION IN THE PROVISION OF BERTHING AND/OR OTHER FACILITIES AND/OR INABILITY TO PERFORM THE CONTRACT

- 14.1. Unless otherwise specified in the Standard Terms & Conditions, the Company shall not be liable for delay or temporary failure to perform any of its obligations under the Contract including without limitation the Berth and/or Boatyard Storage and/or Boatyard Maintenance and or Facilities and/or Marina Services and/or to perform the Contract, due to an impediment beyond its control and that could not, either the impediment or its consequences reasonably be expected to have been avoided or overcome. The following circumstances in particular shall be regarded in any case as force majeure: Act of God (including without limitation storm, *tidal waves, lightning, earthquakes and/or other natural disaster*), fires, flood explosion, act of terrorism, civil disturbance, loss of access by sea or land, act of any governmental or quasi-governmental body or environmental authority (including variation, refusal or revocation of any licences or consents).

15. PERSONAL NATURE OF THE CONTRACT

- 15.1. The Contract is personal to the Customer and relates to the Vessel described in the Request for Offer. The Customer cannot assign the Contract or any part thereof, or any of the Customer's rights or obligations or interests hereunder to a different Vessel and/or to any third party, either temporarily or permanently, nor shall the Customer use the Berth or any other part of the Marina for any vessel other than the Vessel. Exceptionally, the Customer can assign any part of the fee due and payable to the Marina for which the Customer is not exempt but remains cumulatively liable.
- 15.2. Notwithstanding the provision of Sub-Clause 16.1 herein above, the assignment of the Contract is permitted only in the case that the Customer sells the Vessel during the Contract Term to a new owner. Such assignment is always subject to the prior express written consent of the Company.

16. ACCEPTANCE AND CHANGES TO CONDITIONS

- 16.1. Notwithstanding the Customer failure to sign the Acceptance Notice, the Customer shall be deemed to have accepted the Terms of the Contract by taking up a berth at the Marina or occupying Boatyard Storage or Boatyard Maintenance and/or by paying the Reservation Fee and/or the Fee.
- 16.2. The Company shall have the right to alter and/or amend and/or vary and/or introduce, at any time and from time to time, at its sole and absolute discretion the Standard Terms & Conditions and/or the Boater's Gide and/or other regulations which relate to the administration of the Marina and the Company's premises. Such regulations and amendments shall become effective and binding upon the Customer upon being published on the Website, and the Company shall have the same rights against the Customer for a breach of such regulations and/or amendments as if such regulations and/or amendments form part of the Contract.
- 16.3. If the Customer wishes to make any variation to the terms of the Contract (including without limitation an extension to the term), the prior written consent of the Company must be obtained and the Company reserves the right to amend the terms of the Contract accordingly.

17. WAIVER

No omission or delay to exercise by the Company of any right, power or remedy provided by law or under the Contract shall operate as a waiver of such right, power or remedy or any other right, power or remedy or impair such right, power or remedy. No single or partial exercise by the Company of any such right, power or remedy shall preclude or impair any other or further exercise thereof by the Company or the exercise of any other right, power or remedy provided by law or under the Contract. Any waiver of any such right, power or remedy by the Company must be in writing and may be given subject to any conditions thought fit by the Company. Unless otherwise expressly stated, any waiver shall be effective only in the instance and only for the purpose for which it is given.

18. SEVERABILITY

Each of the clauses of the Contract operates separately. If any clause or sub-clause or any provision of the Contract becomes invalid, illegal or unenforceable or will be decided by the Court or relevant authority to be invalid, illegal or unenforceable, it shall be deemed modified and interpreted so as to best accomplish the objectives of such part to the extents permissible by law to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be

deemed deleted. Any modification to or deletion of any clause or sub-clause or provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

19. PERSONAL DATA

- 19.1. The Customer acknowledges and consents that his personal data may be held by the Company in its manual and automated filing systems. The Company may collect, process and disclose such data both inside and, where necessary, subject to applicable law, within or outside Europe (i) in order for this Contract to be performed; (ii) in order for the Company to comply with any legal obligations imposed on the Company or any of its affiliates; (iii) for decisions to be made regarding this Contract.

20. MISCELLANEOUS

- 20.1. Clauses and appendix headings are for convenience only and shall not affect the construction of the Standard Terms & Conditions.
- 20.2. Words importing one gender include all other genders and words importing the singular include the plural and vice versa and where there are more than one person's acting as Customers in relation to a Vessel, the undertakings and/or covenants included in the Terms & Conditions shall be deemed as being made by such persons jointly and severally and the obligations and/or responsibilities and/or duties burdening the Customer under the Terms & Conditions shall be deemed as burdening each of such persons jointly and severally.
- 20.3. The Company shall have the right to charge an access fee to third party trade operators visiting the Vessel where a service shall be provided by the Company in respect thereof. Such aforesaid fee shall reasonably reflect the service(s) provided by the Company and/or the time the Company spent in respect thereto.
- 20.4. Any notice and/or other communication under or regarding the Contract by the Customer to the Company has no legal effect unless it is made in writing, in the Greek or English language and shall be delivered (i) in person or by courier with signed receipt, (ii) by email or (iii) by facsimile, to the following address (or such new addresses or e-mails of the Company) of the Company, accordingly. Notices shall be deemed to have been given (i) if delivered in person or by courier at the time the receipt is signed (ii) if sent by e-mail or facsimile with receipt acknowledged electronically, at the opening of business on the day following the date appearing on the foregoing receipt, if sent after 5pm Cyprus time and of the date of the receipt if sent before 5pm Cyprus time.

Address: 52 AYIA THEKLA AVENUE, AYIA NAPA, FAMAGUSTA DISTRICT, Cyprus

Telephone No: +357 23300560

Email: marinacs@marinaayianapa.com

Attention: Demetra Papaconstantinou

21. APPLICABLE LAW AND JURISDICTION.

- 21.1. The Contract shall be governed by and shall be construed in accordance with the laws of Cyprus.
- 21.2. Any disputes arising under it shall be subject to the exclusive jurisdiction of the courts of Cyprus. Exceptionally, in case the Customer and the Company agree in written, a dispute may proceed to be resolved by mediation and/or arbitration (subject to such dispute is able under the laws of Cyprus to be resolved by mediation or Arbitration) to a Cypriot mediation or arbitration Centre under the Rules of such Centre.