

These General Conditions shall apply to all offers for the supply of yacht charter and related services made by any company in the Dream Yacht Charter Group. They take precedence over all other standard conditions and all documents or discussions exchanged prior to the offer. These General Terms and Conditions are supplemented by the associated Special Terms and Conditions ("Booking Confirmation" and "Contract") and form the Contract between the Parties. The Special Conditions specify the Client's name, the Vessel rented and the charter period, as well as the various options taken. Defined terms shall have the meaning set forth in the Special Conditions or in these General Conditions.

## 1 - QUOTATION - RESERVATION - RESERVATION CONFIRMATION

1.1 Quotations issued by any company in the Dream Yacht Charter Group ("DYC") are purely indicative and do not constitute an offer. Indeed, DYC cannot guarantee the availability of the Vessel and the maintenance of its price, on the basis of a simple estimate.

1.2 Once the quotation has been accepted, the Client receives the Booking Confirmation and the Special Conditions, which, together with these General Conditions, constitute Dream Yacht Charter's offer. The reservation is fully confirmed once the deposit has been received within the period specified in the Special Conditions. Unless otherwise stated, the reservation is valid for 5 calendar days. On expiry of the offer period, in the absence of payment of the deposit by the Client, the offer lapses ipso jure, which means that DYC can no longer guarantee either the availability of the Vessel, or the availability of another vessel on the same basis, or the price, or the options. Once the deposit has been paid, the Client receives a payment confirmation. The Booking Confirmation becomes by right the Booking Contract (the Special Conditions together with the present General Terms and Conditions). The present General Terms and Conditions apply ipso jure with the Special Terms and Conditions and are accepted by the Client at the time of payment of the deposit. The present General Terms and Conditions apply ipso jure with the Special Terms and Conditions and are accepted by the Client at the time of payment of the deposit.

## 2 - FORMATION AND ENTRY INTO FORCE OF THE CONTRACT

The Contract between the Parties (Dream Yacht Charter (DYC) and Client) is validly formed and comes into force when the following two conditions have been met:

- acceptance of the Special Terms and Conditions and these General Terms and Conditions by the Parties, the Parties expressly acknowledging that they have read, understood and accepted them, said acceptance being deemed to have been automatically acquired by payment of the deposit,
- and upon receipt of the deposit by DYC.

## 3 - VESSEL DESCRIPTION

The Vessel covered by the Contract is the one described in the Special Conditions. In the Contract, the term Vessel includes the vessel, its accessories and associated equipment, as described in the Special Conditions.

## 4 - PRICES AND TAXES

### 4.1 Price

Prices are fixed and payable in the currency specified in the Special Conditions.

Prices are firm for the duration of the offer. They may be modified as soon as the offer lapses.

### 4.2 Taxes

Unless otherwise stipulated in the Special Conditions, the prices are established including the VAT applicable at the time of acceptance of the Contract and excluding any other duty, tax, levy or charge of any nature whatsoever (hereinafter the "Taxes") that may be due during the Charter of the Vessel, its accessories and associated equipment or the performance of the Services provided under the Contract. These Taxes are payable by the Client, in particular all taxes on fuel, mooring rights and others.

## 5 - TERMS OF PAYMENT

5.1 The deposit and the balance are automatically due on the dates specified in the Special Conditions. The deposit is never refundable.

5.2 In the event of non-payment by the Client of any sum due on the due date, DYC may cancel the Client's reservation without incurring any penalties and without the need for a reminder.

5.3 In the event of a last-minute option at the base, a supplement may be payable.

5.4 Every night spent at the departure and arrival marina, whether voluntary or compulsory, automatically entails payment to the DYC base, in local currency, of a contribution for the consumption of water and electricity, the amount of which varies according to the marina and the size of the Vessel. The amount is shown in the Special Conditions.

## 6 - CANCELLATION OR MODIFICATION OF THE CHARTER BY THE CLIENT

6.1 Before taking charge of the Vessel, the Client may terminate or modify the Contract by paying the following amounts:

a) Cancellation or change more than 60 days before departure as originally planned: 30% of the charter price (excluding extras) remains due to DYC. If the Client has already paid for the extras, they will be reimbursed by DYC.

b) Cancellation or change 59 days or less before departure as originally planned: 100% of the charter price remains due to DYC (excluding extras; unless cancelled 7 days or less before departure, in which case extras will remain due and will not be refunded).

6.2 The Client is advised to take out travel insurance to cover any losses in the event of cancellation of the rental before departure or to cover losses not covered by insurance. DYC is at your disposal for any further information.

6.3 Changes to dates or boats after booking are subject to the rates in effect at the time of the change. However, special offers or discounts that differ from those included at the time of booking do not apply at the time of the change.

## 7 - AVAILABILITY OF THE VESSEL

7.1 DYC will make the Vessel available to the Client once the following conditions have been met:

- Signature of the Booking Contract, either electronically or physically,
- Full payment of any sums due to DYC under this charter agreement or damage deposit due by the Client if required,
- Signature of the Departure Inventory specifying the condition of the vessel and equipment provided,
- Receipt of the Client's ID,
- Receipt of the Client's boating license if required by local authorities,
- Receipt of the list of the Client's crew members with their names and ID numbers,
- Receipt of any other documents required by local authorities (e.g. vaccination certificate, visa, etc.).

7.2 The charter of a Vessel requires experience and knowledge of navigation rules. If, in DYC's opinion, the sailing experience of the Client and the crew is insufficient, DYC reserves the right to cancel or modify the charter of the Vessel without having to reimburse the costs already paid by the Client. However, insofar as a skipper is available, DYC may propose to the Client that a skipper be brought in at the Client's expense.

If the services of a skipper are subscribed by the Client, the duration of the skipper's service will necessarily be that of the charter of the Vessel, unless otherwise agreed in advance by DYC. If no skipper is available, the Client will be authorized to use the Vessel at dockside, subject to payment of the associated fees.

7.3 If, due to operational constraints, the Vessel initially chosen for charter is not available, DYC reserves the right to replace it with another Vessel of similar or superior size and specifications, informing the Client as soon as possible. Such substitution will be without consequence to the Client, even in the case of a vessel of superior size or comfort. If an upgraded or similar boat is supplied, no further compensation or consideration will be due. If the only available vessel is cheaper, the difference in price will be refunded to the Client.

7.4 If, on the scheduled departure date for the charter, the chartered Vessel or equivalent is not available for any reason other than an event of Force Majeure, the Client is entitled to the following options:

- Where possible, delay the departure date and maintain the charter duration.
- Maintain the return date of the Vessel and benefit from a refund for the period of unavailability of the Vessel pro rata to the unavailable days.
- If the delay exceeds a quarter of the charter period, the Client may cancel the charter and will be reimbursed for the amount paid to DYC for the charter (starter kit, options, etc.).

7.5 When the Vessel is made available, the Parties will draw up a Departure Inventory of the Vessel, which will make it possible to check that the Vessel is returned in a similar condition.

## 8 - DYC WARRANTIES AND PROCEDURES

8.1 DYC declares, guarantees, and undertakes that, when the Vessel is made available, it complies with the applicable regulations and is in a seaworthy condition.

8.2 Check-in procedures begin at the start of the charter period.

8.3 On the first and last day of charter, a berth in the DYC marina is provided and included in the booking price. This is not the case if the departure and/or return is outside a DYC base.

8.4 DYC considers the generator, air conditioning, refrigerator and freezer (when available) to be auxiliary equipment, and limits the compensation granted in the event of non-operation to €500 / US\$550 per charter. Such compensation will be prorated to the time of non-operation in the event of failure of such equipment during the cruise. The use of air conditioning must be reasonable. Thus, it is not considered reasonable to air-condition cabins with doors left open, or more generally to air-condition any open space. Intensive use may result in electrical system failure for which the Client is responsible. The units require a power supply that can only be guaranteed with a certain amount of engine use per day. The DYC base is at the Client's disposal to advise on the correct use of the equipment.

8.5 A water maker works well when used in accordance with the manufacturer's instructions. If used incorrectly, it is likely to cause a breakdown rendering it unusable for the remainder of the charter. The Client must ensure that all persons sailing on the Vessel are familiar with the correct operating procedures before commencing use. If, for any reason, the watermaker breaks down during the charter and DYC's technical team is unable to resolve the problem, the Client must retain receipts for charges relating to water refills during the charter and DYC will reimburse them on departure (only the cost of water will be reimbursed, not mooring, fuel or expenses such as ice).

8.6 If the Client has engaged a skipper and/or cook, DYC undertakes to provide competent personnel. However, skippers and cooks are sailors, whose duties are limited to operating the Vessel and ensuring safe navigation for the skipper. The cook's duties are limited to preparing meals, setting and clearing the table, and washing up. Neither are porters, nannies, housekeepers or other cleaning staff.

8.7 In case of any issue during the trip, the Client is required to raise it through the Base as soon as it arises (either at departure or during the charter), providing DYC with the opportunity to find a solution or fix the issue. Should DYC not be able to provide that solution or fix, the Client can then raise that issue through their sales agent after the trip ends, but within a maximum of 4 weeks of the return date. The Client Care team of DYC will then fully investigate, contact the Base, arbitrate and communicate with the Client. Failure to raise the issue or problem during the trip, regardless of the issue, will result in it not being admissible after the fact.

## 9 - CLIENT REPRESENTATIONS AND WARRANTIES

The Client (or a crew member designated by the Client) represents and warrants that he/she is experienced sailing with similar vessels and routes, licensed, if applicable, and competent in the operation of the Vessel subject to the charter and that he/she has sufficient practical knowledge of seamanship, piloting and rules of the road to properly exercise authority over the Vessel. The Client will only allow the use of the Vessel during the charter period to persons qualified to do so. The Client must promptly complete the "Nautical CV", which is available via the quick links and online booking system. Solo sailing is forbidden without prior agreement from DYC.

## **10 - CLIENT'S RESPONSIBILITIES**

- 10.1 At the time of check-in, i.e. when the Vessel is made available to the Client, and before signing the Departure Inventory, the Client must inspect the Vessel in detail in order to check its equipment and inventory. He/she may make any reservations or observations he deems necessary. The time required to present and hand over the Vessel will be deducted from the charter period.  
If the base exceptionally agrees to store the Client's personal belongings, it shall in no way be liable in the event of theft or damage. This does not constitute a right, as most bases do not have storage space.  
Signing the Departure Inventory constitutes full acceptance of the Vessel by the Client and acknowledgement of its condition as described in the Departure Inventory.
- 10.2 Upon signature of the Departure Inventory, custody of the Vessel is transferred to the Client who becomes solely responsible for it and will be liable for any damage of any kind that may be caused to people on the Vessel, to the Vessel itself and to third parties. If a skipper has been provided by DYC, the Client remains responsible for the Vessel and its crew.
- 10.3 All current expenses incurred during the Charter of the Vessel, such as mooring fees, local taxes, fuel, water and food will be charged to the Client.
- 10.4 The Client undertakes to respect the maximum number of passengers allowed on the Vessel as stated on the certification plate affixed to the Vessel. If a skipper is hired, regulations require him/her to have a cabin with a toilet. The Client must take this into account at the time of booking to comply with regulations. For reasons of safety and insurance, the transport of goods or passengers for remuneration, or any other commercial activity (professional fishing, tourist outings, organization of events on board for a fee) is strictly forbidden. Particular attention must be paid to children, who must be always under the supervision of the Client or one of his/her guests. It is not the skipper's or cook's role to ensure the safety of those on board, especially children, by monitoring their actions. Lending or subletting the Vessel or towing is forbidden.
- 10.5 The participation of the Vessel in a regatta is forbidden without prior agreement from DYC. In such a case, special conditions, in particular an increase in certain costs such as the damage deposit, will apply.
- 10.6 The Client undertakes to fill in the logbook of the Vessel, indicating daily the place of departure and destination of the day successive stops and anchorages, the condition of the Vessel, any material or crew-related incident on board, any change of crew, weather conditions, sails used and engine working hours. He/she must immediately notify DYC by any available means in the event of any doubt concerning the operation of any of the Vessel's equipment, or of any damage or suspicion of damage, particularly to the hull or engine. The same applies to any leak, particularly of oil.
- 10.7 The Client undertakes to comply with all navigation restrictions mentioned at the head of the Charter Contract. The Client must also respect all areas where navigation is prohibited by local regulations (military zones, protected areas). He/she must also comply with all environmental regulations and must not dispose of waste of any kind at sea. Any fine incurred because of an oil leak, waste dumping, etc. will be entirely at the Client's expense, as will any consequences such action may have on the Vessel and/or DYC.
- 10.8 Sailing after sunset and before sunrise is forbidden without prior agreement from DYC.
- 10.9 The Client shall not leave the port or anchorage in the presence of dangerous weather conditions. This is the case when winds of force 6 (strong breeze) or higher on the Beaufort scale are present or forecast. The Client must also comply with all safety instructions issued by the maritime or port authorities, particularly those advising to stay in safe mooring places, those advising against sailing and those recommending reinforcing the moorings. The Client agrees to follow all navigation and routing instructions given by DYC, particularly in the event of bad weather. The Client undertakes always to ensure that the Vessel is properly moored, and only to anchor in protected areas or in suitable harbors where the safety of the Vessel can be guaranteed. He/she also undertakes not to use the engine at full capacity, except in an absolute emergency. He/she must ensure that the engine is used under normal operating conditions, taking care to increase speed gradually and not to overheat the engine.
- 10.10 The Client shall not sail if the Vessel is damaged, or if any essential equipment such as the engine, rigging, bilge pump, navigation lights, compass or safety equipment is not in working order. The Client also refrains from sailing if the fuel reserves are not sufficient to ensure the safety of the Vessel, or if the crew is unable to sail in satisfactory safety conditions.
- 10.11 Depending on the departure base, restrictions may apply to the distance allowed, depending on the charter duration. These restrictions are mandatory.
- 10.12 The Client undertakes to comply with all regulations applicable in the charter area, in particular concerning protected areas, marine parks, and fishing restrictions. The Client shall hold DYC harmless from and against any claims or legal action arising from the Client's failure to comply with these rules and regulations. All illegal activities (drug trafficking, prostitution, transport of migrants, transport of illegal materials (weapons, dangerous products), commercial use of the Vessel (reception of paying passengers, cruises, excursions, sports activities, etc.) are strictly forbidden.
- 10.13 In the event of damage to the Vessel or an accident between the Vessel and a third party, the Client will immediately inform DYC so that DYC can advise the Client of the appropriate course of action. If outside assistance is required, the Client will promptly inform DYC before incurring any expense, except in the event of peril or if a delay in operations could present a risk to the crew or the Vessel.
- The Client shall retain all invoices and receipts relating to repairs to enable reimbursement by DYC as soon as possible.  
If towing is necessary, DYC will inform the Client of the procedure to be followed. In the event of emergency towing, priority is given to the safety of the crew and the Vessel.  
The Client and DYC will then agree on how the towing costs are to be borne, depending on the cause of the incident which necessitated the towing. In all cases, the Client will negotiate and fix the price of the tow with the captain of the other vessel before proceeding, in coordination with DYC wherever possible.
- 10.14 The Client's attention is drawn to the special nature of the toilets on the Vessels. Any improper use, in particular the throwing of anything other than the legitimate quantity of paper provided for this purpose, may result in the toilets being rendered unusable. The Client will be held responsible.
- 10.15 Maritime Liens: The Client shall not incur or authorize any maritime liens, salvage, or indebtedness on the Vessel or on the credit of DYC. The Client shall not abandon the Vessel or enter into any salvage arrangement without the prior written consent of DYC. The Client shall indemnify and hold harmless DYC from and against any and all maritime liens, salvage or indebtedness that arise on the Vessel or DYC's credit as a result of any act or omission of the Client.
- 10.16 If the Client decides to interrupt or shorten the charter period, or not to use certain services, no refund will be possible.

## **11 -VESSEL RETURN**

- 11.1 The Vessel must be returned to the "check out base" on the date and at the time specified in the Charter Contract. The Vessel must be returned with all the equipment listed in the Departure Inventory, in a similar condition.  
The Client remains fully responsible for the Vessel until the Return Inventory is signed, and the Vessel is finally unloaded.
- 11.2 If the return of the Vessel is delayed due to Force Majeure as defined below, it must be carried out as soon as possible after the end of the event that caused the delay, at no additional cost to the Client.
- 11.3 In the event of late return, except in cases of Force Majeure, the Client shall pay DYC compensation equal to the public charter rates for the Vessel during this period plus 50%.  
Any day started beyond the charter period is considered a full day. If the delay in return exceeds twenty-four (24) hours, the Client shall be liable to compensate DYC for any loss or damage suffered by it as a result of such delay, including delays or cancellations of subsequent charters of the Vessel.
- 11.4 If the Client does not return the Vessel to the agreed port of arrival, he/she must pay DYC, in addition to the sums provided for in Article 11.3, the costs incurred to return the Vessel to the port of arrival defined in the Charter Contract. The same shall apply in the event of abandonment of the Vessel, i.e. leaving the Vessel unoccupied for more than 12 hours, in any place whatsoever, at the end of the charter period.
- 11.5 The Client must return the Vessel to DYC with all its equipment in the same condition as at the start of the rental period, in a clean condition and within the agreed time. If the Vessel is returned without a full tank of fuel, a fee of €100 / US\$110 will be charged in addition to the cost of the fuel. In the event of a blocked toilet during the rental period, a fee of €250 / US\$275 will be charged per blocked toilet. Dishes must be washed and rubbish emptied. If the Vessel is returned in a deplorably clean condition or without these conditions being met, charges ranging from €100 / US\$110 to €300 / US\$330 will be invoiced depending on the deficiencies. In the event of loss of equipment or non-payment of any fines /fees due, the amount corresponding to these costs will also be payable.
- 11.6 The Client undertakes to pay for any loss or damage not provided for in the insurance policy which may occur on board the Vessel, or to the Vessel itself, until its effective return by DYC. The Client remains responsible for the Vessel until the contradictory inventory is signed upon return of the Vessel and final disembarkation.

## **12 - INSURANCE AND DEDUCTIBLE - DEPOSITS**

12.1 The Vessel is insured during the charter period against all accidental damage, including damage to third parties.

12.2 The following are excluded from the scope of the insurance, whether for the Client or any person on board, and are therefore not covered:

- theft or loss of personal effects, on board, at the base, or in the marina
- any accident they may suffer on board or during the charter period
- any damage caused by a voluntary or intentional act
- any violation of the rules governing the use of the Vessel.

12.3 In the event of any damage whatsoever, including to third parties or theft, the Client must record the incident in the logbook and immediately alert DYC. In the event of damage involving a third party, the Client must make a declaration with the said third party and possibly make a reply declaration to that of the third party with the full details of the said third party and its insurers. Failure to do so will result in non-insurance of the damage.

12.4 The insurance cover taken out by DYC includes a deductible, relayed by a variable damage deposit, which will be payable by the Client. The Client therefore remains his own insurer for any loss or damage whatsoever, including that caused to third parties, up to the amount specified in the special conditions of the Charter Contract.

12.5 DYC offers a partial reduction of this deductible through additional contractual billing ("Partial Damage Waiver"). This supplement is mandatory for charters with a skipper and optional otherwise in most DYC destinations, as indicated in the booking confirmation. Subscribing to the Partial Damage Waiver partially covers the amount of the excess due in the event of damage. However, it does not exempt the Client in the event of excluded damage as provided for in Article 12.2 and in the cases described in Article 12.8. This Partial Damage Waiver only applies to one incident per charter. Therefore, if the Client is authorized to continue its charter following a damage to the Vessel or any of its equipment, a new deposit will be requested by the base to allow the continuation of the charter and a Partial Damage Waiver is no more available for the same charter. For this avoidance of doubt, this clause does not prevent the base from refusing to allow for a continuation of the charter in charter of important damage or in case of serious misconduct by the Client, without any right of refund for the Client.

12.6 In cases where the Partial Damage Waiver is not subscribed to, the Client must pay a "reinforced damage deposit", the amount of which is specified in the Special Conditions. It will be retained by DYC in the event of insured damage and to repair any damage that the Client may have caused during the charter, without however constituting a limitation of liability. The reinforced damage deposit only applies to one incident per charter. Therefore, if the Client is authorized to continue its charter following a damage to the Vessel or any of its equipment, a new reinforced damage deposit will be requested by the base to allow the continuation of the charter. For this avoidance of doubt, this clause does not prevent the base from refusing to allow for a continuation of the charter in charter of important damage or in case of serious misconduct by the Client, without any right of refund for the Client. In cases where the Partial Damage Waiver is subscribed to, the Client shall pay a reduced security deposit ("reduced damage deposit") in the amount specified in the Special Conditions. It shall be retained by DYC in the event of insured damage and to repair any damage that the Client may have caused during the charter, without however constituting a limitation of liability.

12.7 The amount of the damage deposit reduced or reinforced is intended to cover the costs in the event of damage or liability incurred by the Client but does not in any way constitute a limitation of liability. They cover only one incident or damage to the Vessel or any of its equipment, per charter.

12.8 In all cases, whether by subscribing to the Partial Damage Waiver and reduced security deposit or the reinforced damage deposit, all damage caused as a result of a deliberate breach by the Client of the Vessel or the third party having hired the Vessel of the obligations provided for (e.g.: willful damage, breach of these sailing conditions, poor condition of the Vessel on return (in particular as provided for in Article 11.5) etc.) must be made good. Also, in all cases, a bank imprint will be taken for an amount which depends on the size of the Vessel, and which will be defined in the Special Conditions ("pre-authorized amount of the deposit"). This amount will be retained by DYC in the event of damage or poor condition of the Vessel and to repair any damage not guaranteed under Article 12.2 which the Client may have caused during the rental period, without however constituting a liability ceiling.

12.9 DYC shall not be obliged to provide the Client with a replacement Vessel or to pay any compensation in the event that the rented Vessel is immobilized as a result of accidental damage during the rental period. If a replacement Vessel is offered to the Client, a new security deposit must be made, and a Partial Damage Waiver is no more available for the same charter. In the event of loss or damage to an outboard motor or tender, the Client will only be entitled to a replacement during the rental period if a separate and additional damage deposit of €2,000 is paid to DYC (to cover the replacement equipment) subject to the availability of the equipment concerned.

12.10 The aforementioned damage deposits must be made in accordance with local banking requirements (e.g. credit card not debit card requirement). No cheque deposits will be accepted.

### 13 - FORCE MAJEURE

13.1 Neither Party shall be liable for the non-performance, in whole or in part, of its obligations under this Contract if such non-performance or delay in its contractual obligations is due to an event of Force Majeure, such as, but not limited to, governmental decision, law (obligation of maritime assistance), war (whether a state of war is formally declared or not or whether it is a civil war), threat to personal safety (such as hostage taking, kidnapping, assassination, bombing, suicide attack, boarding, acts of piracy), explosion, civil unrest, act of terrorism, uprising, insurrection or coup d'état, sabotage, fire, flood, drought, monsoon, natural disaster, cyclone, particularly tropical cyclone, named meteorological phenomenon, epidemic, quarantine, confinement, disruptions to sources of supply (particularly of energy, raw materials, etc.) or transport, blockage of transport routes (canal, port access, port congestion), strike, lock-out, or any other event beyond its control.

13.2 The affected Party shall notify the other Party by any available means as soon as possible of the occurrence of an event of Force Majeure.

13.3 In the event of delay or failure to perform based on an event described above that does not permit charter as scheduled:

- All charter payments will be credited towards future charters.
- DYC will make proposals to the Client to enable him to book a new charter, at a new location or on new dates, or both, depending on the Client's availability and preference.
- DYC shall not be liable for any additional costs incurred by the Client as a result of changes to its charter due to a Force Majeure event.

### 14 - LIMITATION OF LIABILITY

14.1 DYC is only liable in the event of gross negligence on the part of DYC.

14.2 The Vessel is insured under the conditions set out in Article 12 and the Client agrees to waive any recourse against DYC for amounts exceeding the reimbursements made by the insurers in application of the policy and Article 12, before any jurisdiction whatsoever.

14.3 **Except in the case of personal injury, DYC's overall liability, whatever the basis and nature of the action brought against DYC, may in no case exceed €10,000 (ten thousand Euros).**

14.4 **In no event will DYC be liable for any consequential and/or indirect damages, such as loss of use, data, operations, profits, business, revenue, goodwill, anticipated savings, reputation, and more generally, losses of an economic or financial nature, whether considered indirect or arising directly from the event giving rise to the claim for compensation.**

### 15 - COMPLIANCE WITH APPLICABLE LAWS - ECONOMIC SANCTIONS - PERSONAL DATA

15.1 The Parties undertake to comply with all applicable laws, regulations and rules, in particular those relating to the fight against corruption, illegal trafficking and any customs or environmental regulations.

15.2 **Economic sanctions - Embargo**

The Parties represent and warrant that they and their Representatives will comply with all restrictions and/or prohibitions applicable to business transactions under any law, regulation, rule or other ruling issued by any governmental entity, including, but not limited to, the United States, the European Union, the United Nations and the United Kingdom.

The Parties further represent and warrant that they and all of their Representatives are not identified, listed, owned or controlled by any entity listed by the United States, the European Union, the United Nations or the United Kingdom as a "Blocked Person", "Denied Person", "Specially Designated National" and are not subject to any prohibitions on doing business under any laws, regulations, rules or other rulings published by the United States, the European Union, the United Nations or the United Kingdom. Each Party shall immediately notify the other if it or one of its Representatives is added to a sanctions list.

The Parties shall not, directly or indirectly, enter into any agreement or transaction with any "Blocked Person", "Denied Person" or "Specially Designated National" in connection in any way, directly or indirectly, with the goods or services provided under this Agreement.

#### 15.3 Personal data

The Client has the following rights under the conditions provided for by the legislation on the protection of personal data:

- Right to access and obtain a copy of your personal data held by DYC,
- The right to have inaccurate or incomplete personal data corrected and updated,
- The right, under certain conditions, to have all or part of your personal data deleted,
- The right to obtain information about the conditions under which DYC uses your data,
- Right to object, at any time and without justification, to your data continuing to be processed for commercial prospecting purposes (receipt of SMS and commercial e-mailings) even if you had initially agreed to this.

These rights can be exercised by sending an email to [contact@dreamyacht.com](mailto:contact@dreamyacht.com)

### 16 - APPLICABLE LAW - JURISDICTION

The Contract is subject to Mauritian law.

In the event of a dispute between the Parties, the Party having a grievance shall inform the other Party by letter with acknowledgement of receipt. The Parties undertake to attempt to find an amicable solution to the dispute by negotiating in good faith.

If no amicable solution is found within 60 days of receipt of the letter stating the grievance, any difficulty relating to the formation, interpretation or performance of the Charter Contract, notwithstanding multiple defendants or the introduction of third parties, even for emergency or conservatory proceedings, in summary proceedings or by petition, will fall within the exclusive jurisdiction of the competent courts of Port Louis - Mauritius.

### 17 - MISCELLANEOUS

17.1 **Entire Agreement:** The Charter Agreement and these General Charter Conditions, which form an integral part thereof, constitute the entire agreement between the Parties with respect to its subject matter. It terminates, with effect from its Entry into force Date, all commitments or agreements previously entered into between the Parties with respect to the same subject matter.

17.2 **Partial invalidity:** If any provision of this Agreement should be declared invalid or unenforceable pursuant to any law, regulation or final decision of a court of competent jurisdiction, such provision shall be modified in order to obtain its validity or shall be deemed unwritten but shall not cause the remaining provisions of the Agreement to become invalid or unenforceable. The Parties agree to use their best efforts to replace any invalid or void clause with a new clause as close as possible to the original intention of the Parties.

17.3 **Assignment - Subcontracting:** DYC shall be free to assign or subcontract all or part of its rights and obligations under the Charter Agreement to any company of its choice, without the prior consent of the Client.

17.4 **Communication:** Exchanges between the Parties will take place by email or telephone for routine conversations and for urgent conversations, particularly in the event of a claim. A written conversation may be requested. Exchanges of a contentious nature must be made by express mail with acknowledgement of receipt or by registered letter with acknowledgement of receipt. Any questions relating to the Contract or these General Terms and Conditions may be addressed to [contact@dreamyacht.com](mailto:contact@dreamyacht.com).

17.5 Unless explicitly refused by the Client, DYC may use any image of the Vessel in which crew members may appear for promotional or marketing purposes in any media, including but not limited to: brochures, videos, press or internet advertising, slides, video projections, free of charge.

### 18 - ACCEPTANCE OF TERMS AND CONDITIONS

**These General Charter Conditions are understood and expressly accepted by the Client and DYC, by DYC by issuing its offer and by the Client by payment of the deposit.**

#### DREAM YACHT CHARTER

Registered Office: c/o Navitas Management Services Ltd, Navitas House, Robinson Road, Floreal, Mauritius

BRN: C1003941 | Principal place of business: 1st Floor, The Flore, Rue Dairy, Floréal – Mauritius

[DreamYacht.com](http://DreamYacht.com)