

Annex No. 1 - GENERAL CONDITIONS FOR CHARTER OF SAILING AND MOTOR YACHTS (OWCz) Nowy Sztynort Sp. z o. o. in 2023

1. Subject of the Shipowner's obligation

The shipowner is obliged to provide the Charterer with a functional, clean, clarified yacht, refueled on the charter commencement day in the yacht port in Sztynort (Węgorzewo commune), in a condition ready for sailing, with a working engine, and to collect the yacht from the Charterer on the date of termination of the charter.

2. Charter day

The charter day starts at 5:00 p.m. on the first day of the charter and ends by 11:00 on the last day of charter.

3. Sailing yacht equipment

The chartered sailing yacht will be equipped with: basic sails, jib furler, mast raising device, outboard engine, electric interior lighting with battery, two-burner fixed stove, sink, kitchen utensils, tableware, cutlery, filled gas cylinder, chemical or marine toilet, mandatory emergency equipment. The motor yacht will be equipped with electric interior lighting with a battery, a fixed two-burner stove, a sink, kitchen utensils, tableware, cutlery, a filled gas cylinder, a marine toilet, and mandatory emergency equipment.

4. Requirements for the Charterer

The yacht will be issued to an adult Charterer who presents an identity document, proof of payment of the charter fee and a sailing license or a sailing book with an entry of the appropriate sailing rank. If the Charterer does not have a sailing license, the yacht may be issued to an adult person indicated by the Charterer who has the appropriate sailing license. The yacht taking over submits a written declaration that it will fulfill the obligations of the yacht operator throughout the charter period.

5. Charterer's obligations

The charterer is obliged to:

- pay the charter fee and the guarantee deposit - point 10 of the "General Terms and Conditions of Yacht Charter",
- pick up the yacht from the Shipowner on the day the charter begins, no later than 6:00 p.m
- hand over the yacht to the Owner on the day of the end of the charter, no later than 11:00, in the yacht port in Sztynort, in a non-deteriorated condition.
- operate the yacht in accordance with applicable regulations and principles of good sailing practice.

6. Payment terms and deadlines

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- **The deposit towards the charter fee is 50% of the charter fee** - payable within 3 days from the date of booking. Lack of payment results in cancellation of the reservation due to the Charterer's fault.
- **Charter fee supplement** – the remaining amount of the charter fee is payable no later than 30 days before the charter commencement date.
- **Payment of the entire charter fee** - if the order is placed less than 30 days before the charter start date, the reservation is made after payment of the entire charter fee for the entire period covered by the order and after confirmation of acceptance of the order (reservation) by the Shipowner.
- **Payments** should be made to the bank account **of Nowy Sztynort z o. o.** by transfer, specifying *the contract number, name of the Charterer, type of yacht and charter date in the transfer title* :

Nowy Sztynort Sp. z o. o. Sztynort 11; 11-600 Węgorzewo

mBank

95 1140 2004 0000 3502 7972 0703

7. Cancellation and cancellation of reservations

1. The reservation is canceled if the deposit or the entire charter fee is not paid within the agreed period.
2. The deposit paid in the amount of 50% of the charter fee is non-refundable in the event of cancellation of the charter (contractual penalty).
3. In the event of cancellation of the reservation, after paying the entire amount of the charter fee and before the expiry of 14 days from the date of commencement of the charter, the charter fee is refunded, after deducting 50% of the amount paid (contractual penalty),
4. In case of cancellation less than 14 days before the charter start date, the charter fee is not refunded (contractual penalty),

Resignation must be made in writing.

8. Price list of yacht equipment and maintenance services

The price list of equipment and maintenance services is available at the Charter Office in Sztynort.

9. Service on the Great Masurian Lakes trail

The Charterer is obliged to immediately report to the Shipowner any failures that prevent navigation during the charter period. The shipowner decides how and when to remove the failure. Failures caused by the Charterer's fault will be removed at the Charterer's expense in accordance with the applicable price list for equipment and maintenance services. Removal of failures by third parties is possible only with the consent and consultation with the Shipowner.

10. Warranty deposit

Before handing over the yacht to the Charterer, the Charterer is obliged to pay the Shipowner at the cash desk in Sztynort a guarantee deposit in the form of cash or a block on the card, in the amount specified in the price list for a given type of yacht:

Sailing yachts: Maxus 34 – PLN 2,500; Maxus 33.1RS – PLN 2,000; Maxus 28 – PLN 1,500; Maxus 26 – PLN 1,500; Maxus 24 Evo – PLN 1,500,

Motor yachts: Northman PLN 1,200 – PLN 5,000; Courier 970 – PLN 1,500; Nexus REVO 870 – PLN 2,500

11. Return of the guarantee deposit

After the Charterer hands over the yacht to the Shipowner on time and in a condition consistent with the provisions of the GTC, the guarantee deposit will be returned to the Charterer. If damage is found for which the Charterer is responsible, the Shipowner will deduct their equivalent from the guarantee deposit. If the value of the damage exceeds the amount of the deposit, the Charterer is obliged to pay the difference within 7 days from the end of the charter. In the event of delay in payment of an amount exceeding the guarantee deposit, the Shipowner will be entitled to charge statutory interest for each day of delay.

12. Collection of the yacht by the Charterer

The yacht will be handed over to the Charterer by an authorized representative of the Shipowner on the day of commencement of the charter, after payment of the due charter fees and deposit, and after signing the yacht delivery and acceptance protocol. During the charter, the charterer is obliged to have one signed copy of the charter agreement, which constitutes the yacht's registration certificate. Comments and reservations regarding the condition of the yacht and its equipment should be entered by the Charterer into the yacht's handover protocol when accepting the yacht. In case of doubt, the Shipowner will assume that the yacht was delivered in a condition and with equipment consistent with the delivery and acceptance protocol.

13. Delay in receipt of the yacht by the Charterer

If the yacht is not collected on the day of commencement of the charter, for reasons attributable to the Charterer, the prepared yacht will be waiting for collection by the Charterer throughout the charter period, and the Charterer will not be liable for the port fee.

14. Delay in releasing the yacht by the Shipowner

In the event of a delay in the release of the yacht by the Shipowner due to his fault, the Shipowner will be obliged to pay the Charterer a contractual penalty in the amount of:

1-3 hours	3-6 hours	6-16 hours	16-24 hours
PLN 100	PLN 200	PLN 300	PLN 400

If the delay exceeds twenty-four hours, the Charterer has the right to withdraw from the contract, receiving a refund of the charter fee and a contractual penalty in an amount equal to 50% of the charter fee.

15. Inability to provide

If the delivery of the yacht to the Charterer is not possible due to: force majeure - including orders issued by the authorities and orders attributable to third parties for which the Shipowner is not responsible; The charterer is entitled to a refund of the charter fee. In the above cases, the provisions of section 13 does not apply..

16. Restrictions on the use of the yacht

The yacht may only be operated in the area of the Great Masurian Lakes and may not be moved outside this area in any way. It is prohibited to transport the yacht by land on any route. The Charterer may not conclude further charter agreements or use the yacht for commercial purposes, unless the provisions of the agreement with the Charterer allow for such a possibility. The charterer has no right to tow other vessels or persons, unless towing other vessels is solely for the purpose of providing assistance. Towing is always the sole responsibility of the Charterer. Any damage resulting from violation of the above restrictions shall be borne in full by the Charterer.

17. Acceptance of the yacht by the Shipowner

The Charterer will return the yacht in good working order, clean, clarified and refueled to the authorized representative of the Shipowner, on the date of termination of the charter, after signing the yacht delivery and acceptance protocol. In the event of discrepancies between the condition of the yacht and its equipment and the yacht's inventory list, these discrepancies will be indicated in the delivery and acceptance protocol. The charterer is not responsible for visible damage to the yacht and missing equipment listed in the delivery and acceptance protocol on the date of issue.

18. Additional fees

There is a mandatory fee for cleaning the yacht after charter. If the yacht is handed over without an empty chemical or sea toilet, a fee will be charged in accordance with the price list of Additional Services - available for inspection at the Charter Office in Sztynort.

19. Damage and missing equipment

The charterer is obliged to cover damage resulting from damage to the chartered yacht and its equipment as well as deficiencies in equipment occurring during the charter period. In the event of damage and deficiencies not included in the price list, the Charterer is obliged to cover the full amount of the Shipowner's expenses incurred for repairs and additions.

20. Delay in returning the yacht

In the event of a delay in handing over the yacht by the Charterer for reasons attributable to him, the Charterer will be obliged to pay the Shipowner a contractual penalty in the amount of:

Up to 1 hour	1-3 hours	3-6 hours	6-16 hours	over 16 hours
PLN 100	PLN 200	PLN 300	PLN 400	PLN 500

Contractual penalties will be deducted from the guarantee deposit.

If the yacht is handed over with a delay of more than twenty-four hours, the contractual penalty is twice the charter fee.

21. Handing over the yacht in a condition that makes it impossible to operate

If the Charterer hands over the yacht to the Shipowner in a condition that prevents further operation, the Charterer, in addition to covering the damage in accordance with the provisions of point 18, will be obliged to cover the damage incurred by the Shipowner as a result of the yacht being taken out of service (lost profits) for the period of exclusion. The value of the damage will be calculated according to the formula: Number of days multiplied by the rates from the charter price list valid in 2023.