



General Terms and Conditions

In order to ensure orderly operation of the business, in the interests of all owners and tenants (hereinafter referred to as customers), Christian Grünert Franks Yachtstation, (hereinafter referred to as the Yacht Station) requests that the following conditions be carefully observed:

A. Regulations governing the moorings

1. On the Yacht Station premises and in the mooring area, persons shall behave in such a way as to ensure that others are not obstructed or inconvenienced more than is necessary and that the facilities of the Yacht Station and third parties are not damaged. Customers shall be responsible for their crew members, guests and agents. The customer shall be directly liable for any damage that such persons may cause to other boats or to property belonging to the Yacht Station or to third parties. Parents shall be liable for their children.
2. Business hours are from 9 a.m. to 1 p.m. and 4 p.m. to 8 p.m., although they shall not extend beyond sunset at the very latest. Only tenants of the open-space area and their relatives/accompanying persons shall be permitted to enter the open-space area of the Yacht Station at any time.
3. Disturbing noise is to be avoided after 10 p.m. Dogs must be kept on a lead on the Yacht Station premises.
4. Vehicles may only be driven to the Yacht Station premises with special permission. The maximum permitted speed is 10 km/h (walking pace). Cars are to be parked as instructed by Yacht Station staff or, failing this, in such a way that they do not interfere with the conduct of business in the Yacht Station. Vehicles which cause an obstruction may be towed away at the customer's expense.
5. Only customers themselves or Yacht Station staff may work on boats and other objects in the moorings or storage yard. Third parties, such as outside companies, craftsmen and spare-time workers, may only be granted access to the Yacht Station premises to carry out work with the express permission of the Yacht Station Director.
6. Any soiling resulting from work as specified under 5 above shall be cleared up immediately. Refuse and used oil etc. shall be deposited at the points provide. The moorings/storage yard shall be kept clean and tidy at all times. In the event of a customer breaching this regulation, said customer shall bear the clearing up and cleaning costs.
7. Refuse collection and electricity consumption will be charged separately, on a pro-rata basis.
8. Work involving welding, plastics, spraying and operations representing a fire hazard requires the prior consent of the Yacht Station Director.
9. In the interests of other types of work, grinding operations must have been completed by 15 th March. Exceptions are only possible with the express consent of the Yacht Station Director.
10. Slipping and craning, transport of the Boat on the Yacht Station premises and work on the mast will be performed in accordance with the customer's instructions and at the customer's risk. Customers shall give the Yacht Station staff the necessary instructions to ensure that craning and transport operations can be performed without any danger. The customer shall take out insurance which includes the crane and transport risk. Prior to craning, the customer shall remove any batteries and materials that represent a fire hazard from the boat.
11. The dates on which boats are to be brought ashore and launched are determined on the basis of the position and order of the boats. The customer will be informed of the date in good time.
12. The customers themselves are essentially responsible for shoring up their boats, since they can best judge the stability and steadiness of the boat. The shoring should be checked several times during the storage period. Deterioration due to the wood drying out or swelling, or to other circumstances, is to be remedied without delay.
13. For safety reasons, it is not permitted to spend the night on boats in storage. Boats or other objects belonging to third parties may not be entered either on land or in the water.

B. Liability

1. The Yacht Station shall only assume liability vis-à-vis the customer for damage to persons and property which is caused through the fault of the Yacht Station and its agents if such damage falls within the scope of the

insurance cover granted by its business liability insurance on the basis of the General Conditions Relating to Liability Insurance (AHB).

The customer shall also assume corresponding primary liability for all persons working with him or for him on the Yacht Station premises.

2. This limitation of liability shall not affect the liability of the Yacht Station or its vicarious agents in the event of gross negligence or intent.
3. The Yacht Station shall not be liable for damage to boats, objects and vehicles entrusted to it for storage, safekeeping or repair which is caused by transport, storage, work performed on boats, objects or vehicles, theft, flooding, storm, fire, force majors, mobilisation or unrest. This shall also apply to boats and objects in the water. Paragraph B1 shall apply accordingly.
4. The Yacht Station shall not be liable for accidents suffered by the customer or third parties when entering the stored boat or object, the storage racks, the Yacht Station premises or any other installations.
5. As frontages, customers and guests shall be liable for any damage to hydraulic engineering installations, bank reinforcements, mooring lines, bridges and gangways etc. which is caused by ramming or improper conduct or mooring. It is strictly forbidden to drain out fuel, oil mixtures of oil and water and other waste. Any contraventions will result in the offender being banned from the area. Notice may be sent to the competent authorities.

C. Acceptance and notification of defects

1. The Yacht Station shall only be liable, within the standard limits, for any shortcomings in work that has been accepted in so far as faulty workmanship or material defects are involved, which can be directly proven, and in so far as such shortcomings are notified by the person who placed the order within a period of one week of acceptance or, at the latest, three months after the Yacht Station has informed the customer that the work ordered has been completed.
2. The rectification of such shortcomings or substitute deliveries can only be performed on the Yacht Station premises, or free at the Yacht Station, so that the Yacht Station does not incur any additional costs for transport, travel time or dispatch. The Yacht Station shall not be liable for consequential loss.

D. Terms of payment

1. The prices of services supplied by the Yacht Station are shown on a price list posted in the Office.
2. A summer rent shall be charged for boats that remain ashore during the summer. If boats are to be launched outside of the normal time and order or are to remain ashore for longer, the Yacht Station shall be entitled to carry out any transport operations that may be necessary and to charge for the work involved.
3. The invoiced amounts for services, supplies and mooring fees shall be paid immediately without any deductions. If the price of raw materials, semi-finished products and wages increases by more than 5% after an order has been placed, the price agreed upon shall be increased by this percentage.
4. The Yacht Station reserves the right to demand advance payment or payment on account.
5. The Yacht Station shall be entitled to refuse to hand over the boat or other objects entrusted to it until such time as all sums owed to it have been settled in full. In placing the order, the customer grants the Yacht Station a lien on the boat and the objects entrusted to it by way out security for the Yacht Station's claims.
6. In the event of a boat in storage being sold, the Yacht Station shall be notified of the sale immediately and informed of the name and address of the purchaser. If the sale is performed or arranged by the Yacht Station, then the standard company commission shall be charged.

E. Final provisions

1. The Yacht Station reserves the right to refuse boats, objects and vehicles for storage.
2. The place of fulfilment shall be the domicile of the Yacht Station. Any disputes shall be settled by the courts of Argos, Greece, in so far as permitted by law. Greek law shall apply.
3. Should one or more provisions of these General Terms and Conditions prove to be invalid, then they shall be interpreted in such a way as to ensure that their commercial purpose is fulfilled as far as permitted. The effectiveness of the remaining provisions shall not be affected.