

# General Terms & Conditions



Total number of clause: 10

## Definitions - 1.

### **Sevenstar:**

Sevenstar Yacht Transport B.V. a private limited company registered and domiciled at Radarweg 36, 1042 AA, Amsterdam, the Netherlands (Registration N° 34210090) acting exclusively as agent for and on behalf of the Ocean Carrier.

### **Servant:**

Shall include any and all agent, sub-agent, servant, employee, contractor or sub-contractor to any level of Sevenstar.

### **Ocean Carrier:**

The owner or charterer of the Vessel referred to in the Yacht contract.

### **Yacht Owner:**

Shall include the shipper, the receiver, the consignee and/or any person or company so indicated in the Yacht contract, or otherwise, who owns or is entitled to the possession of the Yacht and any person or company acting on behalf of such person or company.

### **Yacht:**

The boat, including separate parts/modules of the boat, (to be) carried, its appurtenances and its contents.

### **Yacht contract:**

The terms and conditions of the yacht contract in use by the Ocean Carrier for the transport of the Yacht and concluded between the Yacht Owner and the Ocean Carrier.

## General - 2.

All activities of Sevenstar are undertaken for and on behalf of the Ocean Carrier and are subject to these General Terms and Conditions as well as the terms and conditions of the Yacht contract. In case of any inconsistency between these General Terms and Conditions and the terms and conditions of the Yacht contract, these General Terms and Conditions shall prevail to the extent of any such inconsistency.

## Cargo description - 3.

In order for the Ocean Carrier to make timely preparations, the Yacht Owner shall provide Sevenstar immediately upon concluding the Yacht contract all information needed for carriage of the Yacht including, but not limited to, the information set forth in Clause 3 of the Yacht contract.

Carriage.

## Supports - 4.

(supports/cribbing/cradles)

If the Ocean Carrier has expressly agreed to supply all supports, cribbing and cradles needed for stowage and carriage of the Yacht, as set forth in Clause 5 of the Yacht contract, then the Yacht Owner shall provide Sevenstar with all information necessary to allow Ocean Carrier or its agents to prepare such supports, cribbing and cradles sufficiently in advance of the Time for Shipment as set forth in Clause 1 of the Yacht contract.

## Insurance & liability - 5.

- a. Throughout the period covered by the Yacht contract (at all times when the Yacht is on or between the loading port and discharging port or, if applicable, the place of receipt and the place of delivery) the Yacht Owner shall maintain adequate insurance in place as per Clause 7 of the Yacht contract.
- b. Sevenstar has negotiated for the Ocean Carrier, and not as agent or broker for the Yacht Owner, a reduced premium through Pantaenius Versicherungsmakler GmbH (Grosser Grasbrook 10, 20457 Hamburg, tel +49 40 3709 1121) broker for the insurers, for the coverage's required for the shipment as set forth in Clause 6.1(a) of the Yacht contract. The Yacht Owner is at all times advised to contact its own insurance broker/insurer and/or Pantaenius to determine whether to accept the coverage's offered by Pantaenius or bind insurance coverage with another broker/insurer. Sevenstar makes no representations or warranties as to coverage's afforded under the policies nor assumes any liability whatsoever.
- c. Provided the Yacht Owner timely completes and delivers Pantaenius' Questionnaire to Pantaenius, the insurance premium will be included in the Freight.
- d. Sevenstar shall not be liable for any loss and/or damage of whatsoever nature, howsoever arising and by whomsoever caused, including that caused by any negligence of Sevenstar and/or its Servants unless it is proven that such loss or damage resulted solely from Sevenstar's personal act(s) or omission, committed with the intent to cause such loss or damage, or recklessly and with knowledge that such loss or damage would result.
- e. In case of any proven liability of Sevenstar for loss and/or damage, said liability shall under any and all circumstances be limited to 10,000 SDR per occurrence or series of occurrences with one and the same. Cause of damage, on the understanding that in the event of damage, loss of value, or loss of the Yacht, the liability shall be limited to 4 SDR per kilogram damaged or lost gross weight, the maximum being 4,000 SDR per Yacht.
- f. Under no circumstances shall Sevenstar or any of its Servants be liable for any whatsoever delay (including delay resulting from delayed shipment or failure to adhere to agreed loading or discharging dates, changes in shipping schedules etc.), loss of use, incidental or consequential damages howsoever arising and whether or not foreseeable at the date the Ocean Carrier concluded the Yacht contract with the Yacht Owner including that caused by any negligence of Sevenstar or its Servants.

## Prices - 6.

Freight, charges, duties, taxes etc.

The Freight and any other sums due under the Yacht contract like costs, expenses, duties, taxes, charges, demurrage, fines, penalties etc. (collectively "Charges") shall be invoiced by Sevenstar for and on behalf of the Ocean Carrier. The Yacht Owner shall pay to the full Freight and Charges to Sevenstar in accordance with Clause 10 of the Yacht contract.

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### Exemptions - 7.

Exemptions and Immunities of all Servants and agents of Sevenstar

Where any action related to the shipment of the Yacht is instituted against any Servant of Sevenstar or any other party, such Servant or such other party may invoke as a defence any exemption, limitation, condition and/or liberty in these General Terms and Conditions to which Sevenstar would otherwise be entitled and the Yacht Owner shall reimburse such Servant or such other party for any amount they will have to pay or be liable to pay related to the shipment of the Yacht for which Sevenstar would not have been liable based on the defences, exemptions, limitations, conditions and/or liberties in these General Terms and Conditions had Sevenstar performed the service personally.

### Customs & Service - 8.

Any information provided by Sevenstar relating to Customs is always for your general information and use only. It may be subject to change without notice. Although we go to great lengths to make sure our information is accurate and useful, we recommend you to consult Customs authorities and a lawyer if you want professional assurance that our information, and your interpretation of it, is appropriate to your particular situation. Neither Sevenstar, the Ocean Carrier nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of any information provided or of any assistance or services given or recommendations (including the use of customs brokers or others) for any particular purpose. We expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

### Jurisdiction - 9.

Jurisdiction, Applicable law and Time for Suit

All claims made by Yacht Owner, its Servants or third parties shall be void if not submitted to Sevenstar in writing and with justification within 14 days after the Yacht Owner, its Servant or third party was aware, or could reasonably be expected to be aware, of the facts on which the claim is based. Sevenstar, and any of its Servants, shall in any event be discharged from all liability whatsoever in respect of the Yacht, the Yacht Owner, its Servants or any third party unless suit is brought within one year of the date that the Yacht was delivered or when it should have been delivered.

### Validity - 10.

If any term of these General Terms and Conditions is held to be null or void, the remainder of these General Terms and Conditions will remain in full force and effect.

*These terms and conditions in use by Sevenstar may be cited as the "Sevenstar General Terms and Conditions".*

Read and understood

**Name:**

**Address:**

**Signature:**