General Terms & Conditions

total number of clauses: 9

SEVENSTAR YACHT TRANSPORT

Definitions - 1

Sevenstar means 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 Carrier as indicated in the Contract.

Servants includes all of Sevenstar's agents, sub-agents, servants, loadmasters, directors, employees, contractors or subcontractors to any level of Sevenstar.

Carrier means the party nominated or referred to as carrier in the Contract.

Yacht Owner means every natural or legal person who provides Sevenstar with a request or instruction to arrange for the shipment of a Yacht and shall include the shipper, the receiver, the consignee and/or any person or company so indicated in the Contract who owns or is or may become entitled to the possession of the Yacht and any person or company acting on behalf of such person or company. For the purpose of Clause 6 (Liability and Limitation), the definition Yacht Owner shall additionally include any and all of Yacht Owner's employees, hired personnel (including but not limited to Skippers, Riders or any crew members of the Yacht), affiliates, subsidiaries, agents, servants, contractor or sub-contractors to any level.

Yacht means the Yacht or yachts, craft or crafts, barge or barges, pontoon or pontoons including separate parts, modules, supports, cradles, cribbings, contents and appurtenances (to be) carried as referred to in the Contract.

Contract means the contract of carriage with its terms, conditions and limitations including any addenda or annexes referenced therein.

Services means all activities undertaken by Sevenstar for and on behalf of the Yacht Owner and as an additional or gratuitous service(s) and which fall outside the scope of the Contract or Sevenstar's normal duties as representative of the Carrier; such activities include but shall not be limited to any assistance with Custom's matters, arrangement of skippers for sailing the Yacht to and from Carrier's vessel, arrangement of a marina for the Yacht, arranging of protective wrapping and cleaning of the Yacht etc.

SDR means Special Drawing Rights as defined by the International Monetary Fund.

General - 2

2.1
Sevenstar acts as exclusive agent for and on behalf of the Carrier indicated in the Contract. These Conditions shall govern any and all activities (including the Services) undertaken by Sevenstar.

2.2
Any information provided by Sevenstar, including but not limited to shipment schedules, departure or arrival times/dates etc., is always for Yacht Owners' general information and use only and may be subject to change without timely notice. Although Sevenstar tries to ensure that the information provided to Yacht Owner is accurate, Sevenstar is dependent on information provided by the Carrier and as such Sevenstar cannot provide any warranties or guarantees as to the accuracy, timeliness, performance, completeness or suitability of any information, assistance or recommendations provided for any particular purpose.

2.3
Any terms and conditions in use by the Yacht Owner are herewith rejected.

Conclusion of Contract - 3

3.1
All offers issued by Sevenstar are non-binding for Sevenstar and the Carrier.

3.2
The Contract, as well as amendments of and any additions thereto shall only become effective if and insofar as Sevenstar, on behalf of the Carrier, has confirmed these in writing.

Insurance - 4

Unless agreed in writing, Sevenstar shall be under no obligation to effect or facilitate the placement of insurance for the Yacht Owner or the Yacht. In case Sevenstar effects or facilitates the placement of insurance, Sevenstar has not acted as an insurance agent or broker but merely introduced parties. As such, Sevenstar makes no representations or warranties as to coverages afforded under the policies nor assumes any liability for any whatsoever act, fault, omission or negligence of Sevenstar, for any denial of cover by insurers for whatever reason or for any applicable policy deductible(s). The Yacht Owner is at all times recommended to carefully read the insurance policy conditions and to consult insurance brokers and obtain professional assurance that the policy conditions are appropriate to the particular situation.

Services - 5

5.1
Any Services provided by Sevenstar, shall always be for and on behalf of the Yacht Owner and shall always be entirely for Yacht Owner's risk and expense, irrespective whether the Services are provided free of charge or not. Although Sevenstar endeavors to perform the Services with a reasonable degree of care, Sevenstar does not warrant or guarantee the successful performance of the Services.

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5.2
With regard to Customs' matters, Sevenstar cannot warrant or guarantee that any information provided is accurate. Sevenstar therefore recommends the Yacht Owner to always consult Customs' authorities to obtain professional assurance that the information provided by Sevenstar, and the interpretation of it, is appropriate to the particular situation. The Yacht Owner to always remain solely liable for any consequences of failure to make timely and correct Customs' declarations or other Custom's matters relating to the Yacht.

Liability and Limitation - 6

6.1
Sevenstar shall not be liable for any whatsoever loss, damages, claims, liabilities, personal injury or death, delays, penalties, fines, loss of the Yacht, loss of hire, loss of charter, loss of profit, loss of value, consequential loss and immaterial damage (hereinafter collectively "Damages") sustained or threatened to be sustained by the Yacht Owner and irrespective of any act(s), omission(s), error(s) or negligence of Sevenstar in the performance or nonperformance of its duties as agent for the Carrier or for the Services provided, unless it is proven that the Damages resulted solely from Sevenstar's personal negligence, committed with the intent to cause the Damages, or recklessly and with knowledge that such loss or damage would result.
6.2
In no event whatsoever and howsoever arising, even if caused by negligence, gross negligence or wilful misconduct, shall Sevenstar's liability exceed 10,000.00 SDR (ten thousand SDR) per event or series of events with one and the same cause of damage and on the understanding that in the event of Damages, the liability shall be limited to 4 SDR (four SDR) per kilogram damaged or lost gross weight, the maximum being 4,000.00 SDR (four thousand SDR) per Yacht.
6.3
The Yacht Owner shall indemnify, protect, defend and hold harmless Sevenstar and any of its Servants from any and against all claims (including claims from third parties), loss, damage, costs, expenses, actions, proceedings, suits, demands and liabilities whatsoever arising out of or in connection with the Damages referred to in Sub-clause 6.1., or otherwise.

Exemptions and Immunities of all Servants and Agents of Sevenstar Yacht Transport - 7

7.1
The Yacht Owner undertakes that no claim shall be made against any Servants of Sevenstar which imposes, or attempts to impose, upon them any liability arising out of or in connection with any of the activities or Services undertaken by Sevenstar, and, if any such claim should nevertheless be made, to indemnify Sevenstar of all consequences thereof.
7.2
Where any action, claim, demand, suit, proceedings etc. related to the activities or Services undertaken by Sevenstar are instituted against any Servants of Sevenstar, such Servants may invoke as a defense any exemption, limitation, condition or liberty in these Conditions.

Jurisdiction, Applicable law and Time for Suit - 8

8.1
All claims made by the Yacht Owner shall be void if not submitted to Sevenstar in writing within 3 days after the Yacht Owner became, or ought reasonably to have become, aware of any event or occurrence alleged to give rise such claim(s). Any claim not made and notified as aforesaid shall be deemed to be waived and barred.
8.2
Notwithstanding sub-Clause 8.1 above, Sevenstar shall in any event be discharged of all liability whatsoever and howsoever arising in respect of the performance or non-performance of any of its activities services or the Services provided, unless suit is brought within one year of the date that the Yacht was delivered or when it should have been delivered.
8.3
Any dispute or claim arising out of or in connection with these Conditions or the performance or non-performance of any of Sevenstar's activities, services or the Services, or otherwise, shall be referred to the exclusive jurisdiction of the Court of Amsterdam, Dutch law to apply.

Validity - 9

9.1
If any term of these General Terms and Conditions is held to be null or void or otherwise unenforceable, the remainder of these General Terms and Conditions will remain in full force and effect.
9.2
In case of any differences between any other version of these Conditions and this English version, this English version shall prevail over any other version of these Conditions to the extent of such differences but no further.

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