

General conditions of the Nederlandse Jachtbouw Industrie (NJI)
for contracts for winter storage and/or berth rental
hereinafter the **NJI WINTER STORAGE AND BERTH RENTAL CONDITIONS**
lodged at the Registry of the Utrecht district court on 29-4-2016 under number 98/2016

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Article 1: SCOPE AND DEFINITIONS

- 1.1 These conditions are applicable to offers, quotations, letting and rental agreements and other legal relationships relating to the (winter) storage of vessels and the rental of berths for vessels. These conditions may be used exclusively by NJI members.
- 1.2 A vessel shall refer to (parts of) boats and similar.
- 1.3 (Winter) storage shall be understood as the provision against payment of land or covered space in which a boat or similar can be stored. Where hoisting in and out of the water, spray cleaning, the relocation or transport of the vessel, internally or otherwise, or the disconnection and removal of onboard gas bottles are involved, this shall be considered to fall under winter storage.
- 1.4 Berth rental shall mean the provision against payment of a berth to the Hirer.
- 1.5 The Company shall mean the enterprise which provides the (winter) storage or berth, and/or which has concluded a contract with the Hirer for (winter) storage or berth hire.
- 1.6 Hirer shall mean the person who has concluded a contract for winter storage or berth hire with the Company and/or who uses the space or berth provided.

Article 2: HIRER'S GENERAL OBLIGATIONS

- 2.1 The Hirer is obliged to take out all risk or fully comprehensive insurance on the vessel. On first request the Hirer will produce a copy of the policy or policies in question, the policy conditions and evidence of payment of the premium(s).
- 2.2 The Hirer shall not be permitted to carry out maintenance activities or other work to the boat, without the prior consent of the Company.
- 2.3 The Hirer shall not be entitled to sublet or loan the berth or storage place except with the prior written consent of the Company.
- 2.4 The Hirer shall follow the instructions of the Company, including those in the NJI HARBOUR AND BOATYARD REGULATIONS as appended.

Article 3: LIABILITY

- 3.1 Except in the event of gross negligence or deliberate intent on the part of the Company or its management, **the Company shall not be liable for any losses suffered** except losses which are covered by any insurance policy held by the Company, where this makes a payout for a particular case. The sum to be paid out to the Hirer shall not in any event exceed the sum paid out by the insurer.
- 3.2 The Hirer shall indemnify the Company against claims by third parties, including those of the (national) government, arising from any environmental damage or pollution caused by the Hirer during the contract period. The Company is entitled to recover any associated cleaning costs, fines or similar from the Hirer.
- 3.3 When the vessel is moved by the Company, the Hirer (on behalf of the owner, if the Hirer is not the owner of the vessel) shall be deemed to have given his express consent and the move shall be conducted at the Hirer/owner's risk.

Article 4: OPERATIONS

The NJI conditions (General Contracting, Delivery and Payment Conditions of the Nederlandse Jachtbouw Industrie) shall apply to instructions and contracts for works to the vessel and/or deliveries. In such cases a copy shall be appended to the contract or these conditions.

Article 5: DURATION OF THE AGREEMENT

- 5.1 The rental agreement shall terminate at the end of the agreed period and shall not be deemed to continue if the vessel is still present hereafter in (winter) storage or in the berth. On termination of the lease articles 2, 3 and 8 of these conditions shall however remain in force. Should the hire period continue de facto despite the end of the contract, the vessels shall be secured or stored (possibly elsewhere) at the Hirer's risk and expense, unless otherwise agreed in writing by the parties. These costs may differ from the rental rates applicable during the period of the agreement.
- 5.2 The Company reserves the right to sell the vessels or cause them to be sold in the event that the Hirer, after repeated warnings and following notice of default by registered letter, should fail a) to remit to the Company the costs of securing or storage and/or b) to remove the vessel from the Company's (harbour) site when requested to do so by the Company. All claims against the Hirer – including the costs of the sale and any costs incurred in the removal/transport of the vessel - may be recovered from the proceeds of the sale.

Article 6: TERMINATION

- 6.1 The contract may be terminated by mutual agreement only if, by way of concession, the Company accepts an application in this sense from the Hirer.
- 6.2 In such an event the Company shall be entitled to compensation for any material losses such as losses suffered, profits foregone and costs incurred. Nonetheless the Company shall endeavour to limit such losses by searching for a replacement Hirer for the (winter) storage or berth in question.
- 6.3 Except where this would infringe the Hirer's rights, the Company is empowered to let the Hirer's unoccupied berth or storage space to others during the period in which it is free.

Article 7: TERMS OF PAYMENT

- 7.1 The hire sum or any other sum is due in advance unless otherwise agreed in writing.
- 7.2 Invoices shall be paid within 15 days. In the event of late payment, the Hirer shall be liable for interest from the due day. The contractual interest rate is equal to the current legal interest rate plus 5% on an annual basis. In calculating the interest, a part month shall be treated as a whole month.
- 7.3 In the event of late payment the Hirer shall be liable to the Company for extrajudicial costs. The minimum costs payable shall be €40.
- 7.4 The Hirer may not offset his claims against the claims of the Company, except in the event of the bankruptcy of the Company or judicial settlement of the Company's debts.

Article 8: RIGHT OF RETENTION

- 8.1 The Company has the right of retention. Should the Hirer fail to meet any obligation, the Company has the right to retain the Hirer's vessel until such time as the Hirer has fulfilled all his obligations.
- 8.2 If the Hirer has not met all his obligations six months after the Company has invoked the right of retention, Article 5.2 shall apply by analogy.

Article 9: CHOICE OF JURISDICTION AND COURT

- 9.1 Dutch law shall apply.
- 9.2 Only the Dutch civil judge sitting in the place of the Company's registered offices shall hear any disputes, unless this should be in conflict with mandatory law. The company may depart from these rules of jurisdiction and apply the statutory rules of jurisdiction.

This Regulation applies to everybody on the harbour site, consisting of the harbour, the boatyard, the associated (parking) area and all buildings on the site, in order to ensure the safety of people, animals and the environment. In addition to the specific instructions of the harbour master/boatyard manager, you must adhere to the following:

I. QUIET, ORDER AND SAFETY

Unless the express consent of the harbour master/boatyard manager has been obtained, and on pain of refusal of access by the harbour master/boatyard manager, it is forbidden to:

1. cause a nuisance;
2. allow animals or pets to run free;
3. run engines, except to move a vessel;
4. choose a berth other than as instructed;
5. sail with hoisted sails or at an unsafe speed or too fast;
6. moor the vessel untidily or in a neglected state;
7. barbecue or use an open fire;
8. leave abandoned property outside the vessel;
9. swim or dive;
10. spend the night in the stored vessel, or elect the stored vessel as domicile;
11. make the vessel or the storage place/berth the object of commercial activity. This also includes the selling or advertising for sale of the vessel and/or accessories.

II. POLLUTION

On pain of refusal of access by the harbour master/boatyard manager, or an obligation to pay compensation for removal/cleaning costs of the pollution caused, it is forbidden to:

1. empty waste from the onboard toilet into the water;
2. contaminate the marina with environmentally polluting substances such as oil, bilge water, grease, domestic waste and animal excrement;
3. clean vessels or vehicles with drinking water and/or non-biologically degradable cleaning materials.

III. DURING STORAGE OR AT THE BERTH

On pain of possible refusal of admission to the marina / boatyard, it is forbidden to:

1. carry out activities carrying a risk of fire such as welding, grinding, burning and working with an open fire. Gas bottles and disconnected fuel tanks may only be left on board with the written consent of the harbour master / boatyard manager;
 2. remove or move supports or chocks;
 3. block escape routes, landing stages and exits;
 4. smoke in the sheds and/or buildings and areas in the harbour site;
 5. use (boat) heating without direct supervision;
 6. charge batteries (in the vessel) without direct supervision;
 7. leave the vessel connected to the shore power without direct supervision;
 8. carry out or have carried out works in or on the vessel, except with the express permission of the harbour master / boatyard manager;
- For (winter) storage the following also applies: no highly inflammable liquids such as gas, benzene, paraffin or kerosene may be left on board, and no batteries may be left connected. The quantity of fuel in the fuel tank for the main drive must be as little as possible. The harbour master / boatyard manager has the right to disconnect the electricity supply from the shed and/or work places, restrict access to certain areas and if necessary to move the vessel.

IV. LIABILITY

Except in the event of gross negligence or deliberate intent on the part of the harbour master / boatyard manager or their management, the harbour master / boatyard manager shall not be liable for any losses