



TERMS & CONDITIONS FOR PAPILAS DRYDOCKING FACILITIES

Papilas Shipyards hereinafter referred to as "the Company" and Representatives, Owners, Captains, Managers and Crew (as described on the provided crew list) hereinafter referred to as "the Client", have mutually agreed and accepted the following:

A. INFORMATION AND PROCEDURES

1. Stern or alongside docking and entrance at hauling pool at shipyard facilities is granted solely after approval by the Company, on VHF channel 69.
2. The Company is covered by Third-Party Liability Insurance, a copy of which is provided to vessel prior to arrival at shipyard.
3. Unauthorized mooring in front of the hauling pool or dock, is not allowed.
4. Prior to arrival:
 - 4.1 Receive by email from the Company a confirmed date and time of arrival or haul out.
 - 4.2 Documents required to be submitted for review: original Certificate of Registry, Insurance Certificate, including Third-party liability coverage.
 - 4.3 In the event the vessel meets all the conditions for VAT exemption in Greece for the period of its stay in our premises, we will require from the vessel's Agent, the Declaration of vessel's Import in Greece (Dilotiko). Any additional documents will be advised by the Company in due time.
5. Always inform the Company about Sub-contractors or representatives/managers/visitors expected.
6. Visitors:
 - 6.1 Access to visitors is allowed only after written confirmation from the Company.
 - 6.2 The Client should promptly advise in writing the Company, during office hours and prior visitor's arrival, in order to grant such confirmation.
 - 6.3 The Company holds the right to refuse access if the above are not followed.
7. A signed and stamped Crew list is to be submitted to the entrance gate control upon arrival at shipyard premises.



8. The Client should ensure vessel safety, all inventory and personal belongings, as our Company has no responsibility for any loss.
9. Vessel's Insurance:
 - 9.1 Yacht's Insurance must be valid during contract periods.
 - 9.2 Any updated Insurance must be immediately submitted upon renewal.
 - 9.3 In case an Insurance extension is required during the period of stay, relevant certificate to be submitted to the Company.
10. Sub-contractors and Management company logos, are strictly prohibited to be set up within the premises of the shipyard, except if placed on company cars and work overalls.
11. A quotation as well as dock availability, is based upon the overall length of the vessel and this information is provided by the Client. In the event that the actual size of the vessel is different to the one informed, then the actual measured length supersedes the provided length.
12. The Client must inform the Company about works on Cranes, Shell doors, Side Balconies or Stern doors, in order to be placed accordingly to adjacent vessels and consider clearances. Works onboard that will require any of the above to remain open, thus protruding from vessels shape in seagoing condition, are required to be notified to the Company prior to initiation of works, as may create complications in shipyard's daily operations. Charges may apply for occupation of relevant space.

B. GENERAL SERVICES AND FACILITIES USE

13. Electricity and water (on the hard and at berth):
 - 13.1 Shore power cable will be plugged-in on the service distribution panel, only while dedicated crew are on board or officially assigned subcontractors by the Client.
 - 13.2 Consumption is charged according to our price list.
 - 13.3 The Company is responsible for the stable supply of shore power electricity from the shipyard substation to the Main Switch Board/ Transformer of the yacht, being either at berth (in the water) or on the hard.
14. Waste disposal:
 - 14.1 It is strictly prohibited to dispose any kind of dangerous wastes in the non-dangerous garbage skip.
 - 14.2 It is strictly prohibited to pump out bilge or black water while at berth or hauling pool and in a perimeter of 2 nm.



- 14.3 All waste materials should be disposed in the recommended areas. Shipyard crew is available to assist with any clarifications.
15. Dangerous/hazardous/polluting wastes (bilge water, black water, fuel, used engine oil, batteries, small electrical appliances, gas bottles, fire extinguishers, etc.) have to be disposed according to Company's Waste Management Plan.
16. The Client is responsible to keep the area adjacent to their vessel, clean and tidy. If not, Company holds the right to clean the area on charge.
- 16.1 In case of non-household garbage, the Company will provide (at charge) a separate waste container skip.
17. Fueling is allowed only after 1530hrs and before sunset. Company has to be informed at least 24hours prior to fueling truck arrival.
18. Vehicles/Parking:
- 18.1 Speed limit inside our premises is 10Km/h.
- 18.2 Parking is allowed only in the parking areas designated daily by the entrance gate control personnel.
- 18.3 The Company holds no responsibility for any damages to vehicles during parking within the shipyard facilities. Car Owners are responsible for all insurance purposes of their cars. The Company can accept no responsibility and offers no insurance coverage.

C. DRY-DOCKING PROCEDURE- WORKS BY COMPANY'S PERSONNEL & SUBCONTRACTORS

19. For a yacht to be safely hauled out, the Client should always indicate the lifting points of the vessel and provide relevant lifting diagram (Docking Plan) if available. The Company has the right to last minute abort the scheduled haul-out, should it consider that the lifting process may cause damage to the vessel.
20. Moving or adjusting vessel cradles by the Client or Sub-Contractors arranged by yacht, is strictly prohibited. Company's insurance does not apply in this case and Company has no responsibility at all for any damage that may be caused due to moving or adjusting the vessel cradles.
21. Scaffolding is provided and performed exclusively by the Company and is charged accordingly based on erecting set up and daily rental.
22. Works in regards to any underwater hull preparation and application of antifouling coatings are executed solely by our Company's personnel. It is therefore specifically mentioned that Dry-Docking, Hull treatment / Antifouling and Anti-osmosis treatment applications as well as opening and reinstallation of hull grates,



removal and re-installation (or replacement) of anodes, propeller polishing and propeller antifouling treatment, are solely and exclusively performed by Shipyard's personnel.

23. The Company's equipment (cradles, wooden blocks, scaffoldings, staircases, tools, and anything else which may be stored or left lying in the vicinity of our premises) is strictly prohibited to be moved, modified or used for their own purposes, by the Client or Sub-Contractors arranged by yacht.
24. Ladders and staircases are to be used only for accessing vessels during dry dock period and not for performing any kind of additional works. Staircases are to be transferred by Company's staff.
25. The Client is permitted to work on their vessel.
26. The Client is responsible for all health, safety and environmental requirements and must be suitably insured for all liabilities. The Company does not offer insurance of any kind in case of accidents by the Client.
27. The Client is not allowed to carry out any works on other vessels or to organize any works on other vessels, apart from the vessel they possess a valid Contract and for which the Company has been informed.
28. Works onboard a vessel are prohibited by any Sub-contractor(s) who has not obtained the relevant permission in full compliance with the Company's Regulations and Port Authorities.
29. Works to be carried out by our Company:
 - 29.1 The decision regarding the scope of works to be carried out by our Company shall be exclusively the responsibility of the Client.
 - 29.2 The Company will not review whether the contents of statements issued by a Classification Society or their assigned Agents, are correct.
 - 29.3 The Company is not obliged to examine the vessel or the object of performance for latent defects.
 - 29.4 The Client is to follow all the obligations and responsibilities arising from the Greek Legislation, and in particular the ones regarding the appointment of a Safety Engineer, who is always on Owners' expense. Such obligation applies in all cases regardless of Owners appointing Sub-Contractors or not. The Safety Engineer is appointed solely by the Company.
 - 29.5 If sea trials are planned after the completion of works carried out by the Company, the Owner has to provide the crew personnel, fuel, lubricating oil etc. The Owner bears the risk for nautical and technical errors made by personnel provided by him. Sea trials are always carried out under the vessel's own insurance cover.
 - 29.6 In the event that a haul out is required to be repeated due to contractor's liability, the cost burdens the Client and the cost is settled directly with the shipyard. Any dispute with the contractor is settled separately and directly by the Client.



30. If the Client intends to carry out repairs during the vessel's stay in our shipyard premises by appointing their own Sub-Contractors (with the Company's prior approval and consent), the Client shall bear all the obligations and responsibilities arising out from the Greek Legislation and to strictly comply with the following:
- 30.1 Sub-Contractors employed by the vessel, are always obliged to comply with the Conditions and Regulations of the Company.
 - 30.2 All Sub-contractors are obliged to present to the Company a valid Third-Party Liability Insurance. The coverage will be subject to the nature and extent of works undertaken. A copy is to be provided electronically to the Company, prior to initiating any works. If the limit of the Insurance is considered by our Company to be lower than the apprehended risk undertaken, it has to be amended accordingly.
 - 30.3 Owner approved Sub-Contractors should be under the direct supervision of the Client. They are not considered Shipyard's personnel, and the Shipyard holds no responsibility, whatsoever, for any claim (under civil or penal law) due to their involvement, including but not limited to, injuries, damages to other vessels, etc.
 - 30.4 Sub-Contractors, crew and/or other personnel employed by the Owner shall follow the Company's safety rules and policies and will not interfere with Company's schedule of works. Personnel without proper clearance and Management approval will not be allowed to dry docking premises.
 - 30.5 Entrance of Owner approved Sub-Contractors, crew or other personnel employed by Owners, are not allowed into the Company's storage areas, unless permission has been granted by the Shipyard's Management.
 - 30.6 If, any assistance is required by Owner's Sub-contractors or any personnel employed by them (operation of shipyard machinery etc.), this will be charged to Owners at the Company's tariff rates.
 - 30.7 It is strictly forbidden for any Owner approved Sub-contractors to carry out works on any other vessel other than the vessel the Company has been acknowledged that they are assigned to work on and which is specifically mentioned in the relevant Work Permit provided.
 - 30.8 In case the Company considers necessary the use of an extra Fire Watchman in the area of Sub-Contractors' engagement, same will be charged to Owners accordingly.
 - 30.9 Without prejudice to any other provision of this contract relating to health and safety, the Client undertakes to comply and to procure that any of their Sub-Contractors comply with all health and safety legislation, regulation or codes of good practice applicable in the jurisdiction of the Shipyard.
 - 30.10 Failure to abide by such rules and restrictions shall be a basis for excluding such Sub Contractors from our premises.
31. It is strictly forbidden (unless agreed with Company's management):
- a) supply and use of own scaffolding;
 - b) Hot works without the prior knowledge of place and date;
 - c) Spray painting, blasting, grinding, high pressure water cleaning;



- d) Any other hazardous work;
- 32. The Client should always advise the Company for any major alterations on the Hull or Superstructure that may take place after the haul-out and while on the hard, causing restrictions to the launching procedures by travel-lift.

C. GENERAL CONDITIONS AND REGULATIONS

- 33. The Company is not responsible for delays that occur from force majeure events such as pandemic, war, strikes and weather conditions.
- 34. Crew are obliged to always comply with Company's Conditions and Regulations. People without proper clearance and Company's authorization are not allowed in the premises.
- 35. Crew and workers are to be under the direct supervision of the Owner/Representative/Manager and are not considered as Company's personnel. The Company holds no responsibility for any civil or penal claim that may arise during vessels berthing. Safety of crew, visitors, workers is under Owner's responsibility.
- 36. The Client is liable to ensure protection of neighboring vessels and Company's properties during maintenance/works/repairs. The Company holds the right to stop any maintenance/works/repairs carried out in case of no compliance. The Company holds the right to impose specific protection of neighboring boats and the cost will apply to the Client.
- 37. The Client is responsible to take down all sails while winter berthing. Otherwise, the Company is fully entitled to take them down and the charge will apply on the owner.
- 38. The Client, regardless of the ship's flag, must respect the International, European and National rules for marine pollution.
- 39. The Company holds the right to relocate any vessel from the initial docking place at any time with no notice according to Company's demands or in case of emergency. If the vessel is relocated after the expiry of the original period contracted, the cost will apply to the Owner.
- 40. Delayed fees shall be subject to the default interest.
- 41. In case of vessel's change of ownership within a valid contract period, the Owner who has signed the contract is obliged to settle the total contract's fee for the whole period of the contract in advance.
- 42. In case the Client requests the launching of the vessel from the dry-docking facility prior to the termination of the agreed dry-docking period, the Company is entitled to apply charges for any shifting of other vessels which



may be required for this purpose or to even refuse launching of the vessel until the agreed date of the termination of dry-docking period.

- 43. Pricelist and Terms & Conditions may change without previous notice. New pricelist and Terms & Conditions will apply on vessels after the expiry of existing Business Agreement.
- 44. The Client should advise the Company of the load distributed condition of the vessel (fuel tanks and water tanks) prior to hauling and launching.
- 45. Operational service hours of Shipyard's Facilities

PERIOD	Weekdays	Weekends
November to March	Monday to Friday 07:00 to 17:30	Saturday 07:30 to 15:30
April to October	Monday to Friday 07:00-17:30	Saturday 07:00 to 15:00
Service hours might change without previous notice and Company's departments could follow different working hours.		

- 46. The Company holds the right to cancel the launching or departure of any vessel, in case the balance has not been settled as per agreement.
- 47. Company's Insurance does not apply if there is no compliance with the Conditions and Regulations.
- 48. The Subcontractors are responsible to remove any tools and equipment which have been used for a project and are situated on shipyard premises, latest on the day the vessel is being launched.
- 49. Delay in the undocking of a vessel due to its own fault

The vessel is considered responsible for a delay, if its undocking/ unberthing does not take place at the agreed time or day as per scheduled last day of dry-docking/unberthing, and is subject to surcharges.

The delayed docking-undocking / berthing-unberthing of the vessel is burdened with the surcharges of the agreed daily rent, depending on the time delay, analyzed as follows:

- 49.1 Up to 2 hours delay, a surcharge of 50% of the agreed daily rent.
- 49.2 From 2 to 4 hours delay, a surcharge of the whole agreed daily rent.
- 49.3 From 4 to 8 hours delay, a surcharge of the whole agreed daily rent, plus a 100% surcharge, if there is an awaiting vessel, or 50% if the schedule is not being breached.
- 49.4 From 8 till 24 hours delay, a charge of the whole regular daily rent of that day, plus a 200% surcharge, if there is an awaiting vessel, or 100% if the schedule is not being breached.



49.5 Delays of over 24 hours, a surcharge of the whole regular daily rent surcharged by 200%, regardless if there is an awaiting vessel.

50. Hot work permit and procedures

- 50.1 It is obligatory for all yachts attending shipyard premises (berthed or drydocked) with attending subcontractors onboard, to be supervised by an appointed safety officer by the Yard, who will be following all safety aspects of works taking place.
- 50.2 Risk assessment analysis issued by Safety Officer.
- 50.3 Issuance of Gas free Certificate in all areas where hot works will take place and as indicated per risk assessment analysis.
- 50.4 It is obligatory for all subcontracting companies to provide valid working permits issued by the Port Police HQ.
- 50.5 It is obligatory for all yachts to provide firefighting measures or in the event the yacht is unable to provide such, firefighting measures will be provided by the shipyard, upon request.
- 50.6 Fire Fighting team appointed by Yacht.
- 50.7 Any additional measures requested by the Safety Officer, Management Company or Shipowner, are welcome and should be examined thoroughly and taken under consideration.

51. Cancellation policy

Cancellations made 31 days or more in advance of the event date, will receive 50% refund on downpayment.
Cancellations made within 15 - 30 days, will receive 25% refund on downpayment.
Cancellations made within 0 - 14 days, will receive no refund on downpayment.

- 52. Acceptance of a written quotation for the provision of Shipyard Services, entails acceptance of the above Terms & Conditions. The T&C are inevitable valid, once a yacht arrives in shipyard premises, regardless of signed documentation, as long as the Company has provided an electronic copy to the Client.
- 53. The present is governed by Greek Law and any relevant claim, difference or dispute shall be submitted to the exclusive jurisdiction of the competent Courts of Piraeus (maritime division).
- 54. All above Terms and Conditions apply to all three Shipyards located in Perama, at Leoforos Dimokratias 42, Leoforos Dimokratias 72 and Leoforos Dimokratias 76.