



# YACHT CONTRACT

(To be used for the carriage of Yachts) **PART 1**  
 This Contract consists of 10 pages (including this page) and 24 Clauses.  
**Booking number:**

<b>1. Agent</b> Sevenstar Yacht Transport B.V.® Radarweg 36 1042 AA Amsterdam The Netherlands		<b>2. Place and date</b> Amsterdam, Date Month Year	
<b>3. Carrier</b> Spliethoff Transport B.V. Radarweg 36 1042 AA Amsterdam The Netherlands		<b>4. Yacht Owner</b>	
<b>5. Vessel</b>		<b>6. Time for Shipment</b> (on or about)	
<b>7. Load Port</b>		<b>8. Discharge Port</b>	
<b>Terms</b>		<b>Terms</b>	

**9. Description of the Yacht(s) as part cargo, unless otherwise expressly stated herein**

Name:  
 Brand and Model:  
 Length:  
 Beam:  
 Draft:  
 Height:  
 Weight:

To be carried on deck on a cradling system supplied by (see Clause 6): **Carrier**

**YACHT OWNER HEREBY CONSENTS TO CARRIAGE ON DECK** (see Sub-Clause 7.3)

<b>10. Freight rate</b> \$ 0.000,00 USD (excluding VAT if applicable)	<b>11. Demurrage</b> per 24 hours/per day/pro rata € 28.000,00 EUR
Payable to the Carrier (25% upon concluding this Contract and 75% not later than within 7 calendar days before the planned loading date) <i>Failure to pay the full freight at the due date shall entitle the Carrier to refuse loading the Yacht.</i>	<b>12. US Trade Only:</b> <i>Declared value:</i> If any US\$. ..... (Note: If Yacht Owner enters a value, Carrier shall charge an additional ad-valorem freight equal to 15 per cent of the declared value, see Sub-clause 7.5(b).
<b>13. Yacht Owner's representative load port:</b>	<i>Shipper Status:</i> In accordance with FMC Regulation 46 C.F.R. Section 530.6, Yacht Owner declares it is not an NVOCC. If status is NVOCC, the Yacht Owner certifies a tariff and a bond or other surety as required by sections 8 (46 U.S.C. 40501-40503) and 19 (46 U.S.C. 40901-40904) of the US Shipping Act 1984/Ocean Shipping Reform Act 1998.
<b>14. Yacht Owner's representative discharge port:</b>	

**15. Additional Clauses**

(A) The Carrier hereby concludes this Contract with the Yacht Owner to cover the sea carriage of the Yacht from the moment the loading of the Yacht on the Vessel is physically commenced until the moment the Yacht has been physically discharged from the Vessel, all subject to the terms and conditions of this Contract. The Carrier does not undertake services or accepts instructions in respect of the Yacht outside the aforementioned scope of Contract.

(B) Unless otherwise agreed in writing, All Risk transport insurance in line with market practice are included in the freight set forth in Box 10, provided the Insurance Questionnaire has been completed and submitted directly by the Yacht Owner to the insurance broker before the date set forth in Box 6. In facilitating the placement of insurance, neither the Carrier nor any of its employees, servants, agents or sub-contractors to any level (collectively "Servants"), has acted as an insurance agent or broker but merely introduced parties. As such, neither the Carrier nor any of its Servants make any representations or warranties as to coverages afforded under the policies nor assume any liability whatsoever.

**16.** It is hereby agreed that this Contract and the services called for herein shall be performed by the parties hereto and shall always be subject to the terms, conditions and exceptions contained in this Contract, which shall prevail over any previous arrangements. In case of any conflict of terms and conditions, the provisions of PART I and any additional clauses, if agreed, shall prevail over those of PART II to the extent of such conflict but no further.

<b>Signature Carrier</b>	<b>Signature Yacht Owner</b> or its representative who represents and warrants to be duly authorized to execute this Contract.  <i>Please sign this box to confirm that you have read and accepted all ten pages of this contract</i>
--------------------------	---

**Terms and Conditions of Carriage.**

The following defined terms, in either the plural or the singular, as the context admits or requires, appear with a capital letter in this Contract; otherwise the word is used with its ordinary meaning in the trade:

**1. Definitions**

"Carrier":	Shall mean to the exclusion of the owner or the disponent owner of the carrying vessel nominated and/or referred to in this Contract or any other party or person, Spliethoff Transport B.V. at Radarweg 36, 1042 AA Amsterdam, the Netherlands and registered in the Dutch Trade Register under N° 33060100.
"Contract":	Shall mean this contract of carriage (Yacht Contract) including any addenda or annexes referenced herein, which shall constitute the entire agreement of the parties.
"Yacht Owner":	Shall include the shipper, the receiver, the consignee and/or any person or party owning or entitled to the possession of the Yacht and any party or person acting on behalf of such party or person all of whom are jointly and severally liable to the Carrier for the performance of Yacht Owner's obligations set forth in this Contract. The Yacht Owner warrants and represents to be the owner or entitled to the possession of the Yacht or to be duly empowered to represent the person or party owning or entitled to the possession of the Yacht and to have legal capacity to execute and deliver this Contract. For the purpose of sub-Clause 7.1 of this Contract (Liability & Insurance) the definition "Yacht Owner" shall additionally include any and all of the Yacht Owner's employees, hired personnel (including any Skippers or any other crew members of the Yacht and any Riders following the Vessel), affiliates, subsidiaries, agents, servants, clients, customers, contractors or sub-contractors to any level.
"Vessel":	Shall mean the vessel as referred to in Box 5, including its registered owners, charterers or bareboat charterers and in case the Vessel is "to be nominated", the vessel so nominated, which vessel may at all times be substituted without prior notification to the Yacht Owner. "Vessel" shall also include all sub-contracted vessels, including its registered owners, charterers or bareboat charterers or other means of conveyance by water used in whole or in part by the Carrier.
"Demurrage":	Shall mean the liquidated damages as referred to in Box 11 and charged by the Carrier for any delays.
"Servants":	Shall mean any and all of the Carrier's and/or Vessel's employees, crew, agents (including but not limited to agent as referred to in Box 1), sub-agents, servants, loadmasters, managing agents, managers, insurers, independent contractors or sub-contractors to any level.
"Yacht":	Shall mean the Yacht or Yachts, yacht or yachts, craft or crafts, barge or barges, pontoon or pontoons including separate parts, modules, supports, cradles, cribbing's, contents and appurtenances (to be) carried as referred to in this Contract ("Description of the Yacht").
"US Trade":	Shall mean any shipments to, from or passing through ports or places in the United States of America.

**2. Scope of Contract**

**(a)** The Yacht Owner and the Carrier recognise and agree that the carriage of the Yacht is not an ordinary commercial shipment made in the ordinary course of trade. The circumstances, terms and conditions under which the carriage of the Yacht is to be performed reasonably justify this special Contract and the Yacht Owner and Carrier agree that no bill of lading shall be issued for the carriage of the Yacht. It is further agreed between the Carrier and the Yacht Owner that the Yacht Owner hereby charters space on deck of the Vessel or, if expressly stated in Box 9, below deck, for the carriage of the Yacht from the Load Port to the Discharge Port.

**(b)** The Vessel shall proceed, upon completion of her prior commitments, to the Load Port, or so near thereto as she may safely get and lie, swell free, always afloat. The Carrier shall notify the Yacht Owner before arriving at the Load Port, indicating the estimated time of arrival at the port where the Yacht will be loaded and the Yacht Owner shall timely bring the Yacht to the Load Port, all in accordance with the provisions of this Contract. The Vessel shall then sail to the discharging port, or so near thereto as she may safely get and lie, swell free, always afloat and always subject to Clause 9 of this Contract.

**3. Description of Yacht & Warranties by Yacht Owner**

**(a)** The Yacht Owner shall provide the Carrier immediately upon signing of this Contract with all information needed for carriage of the Yacht, including but not limited to an up-to-date general arrangement plan of the Yacht, an accurate docking plan of the Yacht specifying any protrusions under the keel line and indicating precisely the location where under the Yacht's hull the supports, cribbing's, cradles are to be placed, the precise weight of the Yacht (by presenting a certificate of weight and which includes stores, water and fuel but note that only minimal fuel (see Sub-clause 3(e)), the Yacht's centre of gravity indicating the positions for placing the slings in order to lift the Yacht in a level position as well as the positions suitable for placing lashings.

**(b)** The Yacht Owner represents and warrants that the Yacht is in every respect fit for ocean carriage and for lifting with slings, belts, wires and that the Yacht's hull, lashing points/eyes/lugs, including but not limited to the Yacht's bits, are of sufficient strength/stiffness for use during the voyage (incl. loading, lashing, securing and discharging).

**(c)** The Yacht Owner shall also disclose all other information including but not limited to information concerning supports, cribbing's, cradles supplied by the Yacht Owner that might in any way affect the loading and docking arrangement on board the Vessel.

**(d)** Failure to provide all (accurate) information needed for the carriage gives the Carrier the right but not the obligation to make additional arrangements for the account of the Yacht Owner and/or to suspend or cancel its obligations to carry the Yacht without releasing the Yacht Owner from its obligations under this Contract. In particular the Yacht Owner shall remain liable for the full freight, Demurrage and for any incurred costs, expenses and charges.

**(e)** The Yacht will be as light as possible and carry an absolute minimum of fuel on board. At all times a maximum of 450 liters of fuel with a flashpoint below 61 degrees Celsius (i.e. fuels other than diesel oil) is allowed to be on board of the Yacht at the time of loading in accordance with the IMDG Code UN 3166, Class 9 or any subsequent amendments thereto.

**(f)** Unless the Carrier agrees otherwise in writing, the Yacht's piping system bilges etc. should be drained to prevent possible frost damages. The Yacht's doors, windows, hatches etc. shall be locked watertight, protective covers shall be properly fitted and any loose parts on board (inside and outside) the Yacht shall be adequately secured for ocean carriage. No valuables whatsoever may be stowed on board the Yacht.

**(g) Warranty:** The Yacht Owner warrants and represents that the Yacht is and shall remain at all times relevant hereto, free of all liens, claims, detentions or arrests, and that there will be no stowaways, arms, weapons, ammunition, hazardous and noxious substances, contraband, illegal drugs/narcotics, alcohol or valuables aboard the Yacht. The Yacht Owner will declare, remove from the Yacht and turn over to the Vessel (if it will accept same) for the duration of the voyage any and all hazardous and noxious substances including but not limited to flares, paints, or bottled gas on board the Yacht. Any breach of the warranty of this Sub-clause 3(g) by the Yacht Owner shall entitle the Carrier to take all reasonable measures to protect its interest at the Yacht Owner's expense and the Carrier shall be relieved from any and all liability to the Yacht Owner resulting from such breach but the freight shall be considered fully earned and the Carrier shall have no further responsibilities to transport the Yacht.

**(h)** Notwithstanding acceptance or non-acceptance of the Yacht by the Carrier, the Yacht Owner agrees to indemnify (in addition to payment of the freight and Demurrage) and to defend and hold harmless the Carrier, Servants and/or the Vessel from any loss or damage, claims, costs and expenses (including reasonable attorney fees), penalties, fines, suits, proceedings, actions, demands and liabilities whatsoever arising out of or in connection with the Yacht Owner's failure to comply with any or all of the requirements or warranties of this Clause 3.

#### **4. Time for Shipment**

**(a)** The Yacht Owner shall make the Yacht available to the Carrier and in every respect ready for loading at the Load Port as set forth in Box 7 and as from 06:00 hours (6 AM) local time on the date stated in Box 6 of this Contract (Time for Shipment).

**(b)** In case a window of shipment dates (which shall mean a range of dates covering more, or less, than 10 (ten) calendar days) is set forth in Box 6, the Carrier shall tender a 7 (seven) calendar days' prior notice to the Yacht Owner of the expected shipment date(s) and the Yacht Owner shall make the Yacht available in accordance with Sub-clause 4(a) on the first day of the expected shipment date(s).

**(c)** The Carrier does not guarantee to make the Vessel available for loading the Yacht at the shipment dates(s) or within the shipment window as set forth in Box 6 or at the shipment date(s) notified to the Yacht Owner in accordance with Sub-clause 4(b), the shipment dates are estimates and the Carrier merely endeavours to make the Vessel available to load the Yacht as soon as its prior commitments have been completed and always subject to shipping schedules and hindrances which cannot reasonably be avoided or guarded against (including but without limitation: heavy weather, swell, congestion, tidal restrictions, maritime casualties, engine and machinery breakdowns).

**(d)** Should it appear that the Carrier will not be ready to commence loading within 30 (thirty) calendar days after: (i) the shipment date as set forth in Box 6 or, (ii) in case of a window of shipment dates, after the last day of that window as set forth in Box 6, or (iii) after the shipment date notified to the Yacht Owner in accordance with Sub-clause 4(b), the Carrier shall promptly notify the Yacht Owner of a new shipment date(s) as soon as it is in a position to do so with reasonable certainty.

**(e)** Within 48 (forty-eight) hours after the Carrier has notified the Yacht Owner in writing of the new shipment date in accordance with Sub-clause 4(d), and latest when the Vessel is ready for loading, whichever is the earlier, the Yacht Owner shall advise the Carrier in writing if it elects to cancel this Contract or if it agrees to the new shipment date. Failing such written advice from the Yacht Owner, the new shipment date(s) as notified by the Carrier in accordance with Sub-clause 4(d) shall become the new shipment date(s), replacing the date(s) set forth in Box 6.

**(f)** In case the Yacht Owner elects to cancel the Contract within 48 hours as referred to in Sub-clause 4(e), the Carrier shall refund the freight received from the Yacht Owner for this shipment.

**(g)** The Carrier shall not be responsible for any whatsoever direct or indirect loss or damages, including but not limited to loss of freight, loss of charter hire, loss of profit, loss of production, loss of or decreased value of the Yacht etc. and whether foreseeable or not, incurred by the Yacht Owner as a result of the Carrier or the Yacht Owner, in accordance with Sub-clause 4(e), cancelling this Contract, or otherwise. The Carrier shall also not be responsible for any whatsoever direct or indirect loss or damages, consequential damages, including but not limited to loss of freight, loss of charter hire, loss of profit, loss of production, loss of or decreased value of the Yacht etc. and whether foreseeable or not, incurred by the Yacht Owner as a result of the Vessel not being ready for loading at the shipment date(s) or window of shipment date(s) set forth in Box 6, or at the new shipment date(s) in accordance with Sub-clause 4(e), even if the reason for this is due to negligence on the part of the Carrier, the Vessel and/or their Servants.

#### **5. Loading & Discharging**

##### **5.1 Loading**

The Yacht Owner shall bring the Yacht alongside or, if so ordered, behind the stern of the Vessel, day or night. The Yacht shall be loaded by one of the following methods:

**(a) Lift on:** The Yacht shall be loaded, stowed, lashed and secured by the Carrier at its expense but at the risk and liability of the Yacht Owner. If loading is not reasonably possible or permitted with the Vessel's own gear or tackle and unless the Yacht Owner has breached any of its obligations under Clause 3 of this Contract, the Carrier shall arrange for a shore crane free of charge but always at the Yacht Owner's risk and liability, or;

**(b) Float on:** The Yacht Owner shall position the Yacht above the cribbing of the Vessel's submerged deck and Carrier shall attach, lash and secure the Yacht onto the cribbing, all at Carrier's expense but at the risk and liability of the Yacht Owner.

5.1.1 The securing of the Yacht to be accomplished to the satisfaction of the Vessel's Master but always at the risk and liability of the Yacht Owner. The time and expense of additional securing of the Yacht required by the Yacht Owner shall be for Yacht Owner's account.

5.1.2 The Carrier shall be allowed to sail without the Yacht and without cost or penalty if the Yacht is not brought alongside or positioned as required and in time for loading, in which case, the Yacht Owner shall remain liable for the full freight, Demurrage and any and all costs, expenses and charges incurred by the Carrier.

## 5.2 Discharging

(a) Lift off: The Yacht shall be unlashd, unsecured and discharged by the Carrier at its expense but at the risk and liability of the Yacht Owner. If the discharging shall not be reasonably possible or permitted with the Vessel's own gear or tackle and unless the Yacht Owner has breached any of its obligations under Clause 3 of this Contract, the Carrier shall arrange for a shore crane free of charge but always at the Yacht Owner's risk and liability.

(b) Float off: The Vessel's deck shall be submerged and the Yacht unlashd, unsecured and detached from the cribbing by the Carrier and the Yacht Owner shall take redelivery of the Yacht above the submerged deck of the Vessel, all at Carrier's expense but at the risk and liability of the Yacht Owner.

(c) The Carrier shall deliver the Yacht, day or night, upon presentation of a copy of the Cargo Receipt together with proof of identity of the Yacht Owner (or its representative) if acceptable to the Carrier and only after the Carrier received confirmation that the Yacht is in all respects customs cleared.

## 5.3 Time lost

All time lost in waiting between the Vessel's arrival at the Load Port or the Discharge Port, as the case may be, until the physical commencement of loading/discharging, as the case may be, shall be paid for by the Yacht Owner at the Demurrage rate.

## 6. Supports, Cribbing's & Cradles

Unless otherwise expressly stated in Box 9, the Yacht Owner shall at its own expense, risk and responsibility supply suitable fitting and seaworthy supports, cribbing's, cradles (with certificates to be approved beforehand by the Carrier) as needed for loading, lashing and securing the Yacht. All such supports, cribbing's, cradles, lashing material etc. shall be discharged from the Vessel and removed by the Yacht Owner at the Discharge Port at his sole time, cost and expense.

## 7. Liability & Insurance

### 7.1 Knock for knock

(a) Carrier: Notwithstanding anything else contained in this Contract, the Carrier, the Servants and/or the Vessel shall not be responsible for any loss of, damage to the Yacht laden upon or carried by the Vessel (for the avoidance of doubt, including loss of or damage caused during loading and/or discharging, and including any loss or damage to the Yacht's interior and or any items stowed on board the Yacht) or any property owned, hired and/or leased by the Yacht Owner, any and all liability in respect of wreck removal and the expense of moving, lighting or buoying the Yacht, any and all liability in respect of personal injury or death of the Yacht Owner, whether sustained on board the Vessel or not, and all liabilities consequent upon such loss, arising out of or in any way connected with the performance or non-performance of this Contract whatsoever, all of which shall be for the sole account of the Yacht Owner without recourse against the Carrier, the Servants or the Vessel, and even if such loss, damage, liability, personal injury or death is caused wholly or partially by the act, neglect or breach of duty (whether statutory or otherwise) or default of the Carrier, the Servants or the whole or partial unseaworthiness of the Vessel. The Yacht Owner shall protect, indemnify, protect, defend and hold the Carrier, the Servants and/or the Vessel harmless from and against all claims, actions, suits, proceedings, demands, costs, expenses (including reasonable attorney fees) and liabilities whatsoever arising out of or in connection with such loss, damage, liability, personal injury or death. Throughout the duration of this Contract the Yacht Owner shall procure, pay for and maintain adequate insurance covering all risks the Yacht Owner has assumed under this Contract, including but not limited to contributions in general average, for its own benefit and such insurance particularly NAMING the Carrier, the Servants and the Vessel as ADDITIONAL ASSUREDS and WAIVING ALL RIGHTS OF SUBROGATION AND RECOURSE AGAINST THEM.

(b) Yacht Owner: Notwithstanding anything else contained in this Contract, always excepting Clauses 3, 7(5), 12, 13 and 21, the Yacht Owner shall not be responsible for any loss of, damage to the Vessel, its gear or any property owned, hired and/or leased by the Vessel and/or the Carrier, any and all liability in respect of wreck removal and the expense of moving, lighting or buoying the Vessel, any and all liability in respect of personal injury or death of any Servants of the Carrier or the Vessel whether sustained on board the Vessel or not, and all liabilities consequent upon such loss, arising out of or in any way connected with the performance or non-performance of this Contract whatsoever, all of which shall be for the sole account of the Carrier without recourse against the Yacht Owner, and even if such loss, damage, liability, personal injury or death is caused wholly or partially by the act, neglect or breach of duty (whether statutory or otherwise) or default of the Yacht Owner. The Carrier shall protect, indemnify, defend and hold the Yacht Owner harmless from and against all claims, actions, suits, proceedings, demands, costs, expenses (including reasonable attorney fees) and liabilities whatsoever arising out of or in connection with such loss, damage, liability, personal injury or death.

### 7.2 Excluded losses

Notwithstanding anything else contained in this Contract, neither Party shall be liable to the other for any loss of charter hire, loss of use or the cost of use of the Yacht, loss of anticipated profits, loss of product, loss of business, business interruption, loss of forfeiture of licenses or permits, loss of revenue, shut in, cost of insurance or any other similar losses and/or for any consequential loss whatsoever whether direct or indirectly incurred and whether or not foreseeable at the effective date of commencement of this Contract arising out of or in connection with the performance or non-performance of this Contract even if such loss is caused wholly or partially by the act, neglect, breach of duty (whether statutory or otherwise) or default of the indemnified party, and even if such loss is caused wholly or partially by the unseaworthiness of the Vessel.

### 7.3 Deck cargo

Unless stated otherwise in Box 9, the Yacht Owner consents to the carriage of the Yacht on deck, at the Yacht Owner's sole risk. Neither the Carrier, the Servants nor the Vessel shall be liable for any loss and/or damage and/or liability of whatsoever nature howsoever arising and by whomsoever caused, including but not limited to any unseaworthiness or want of fitness or want of reasonable skill and care or any negligent act or omission by the Carrier, the Servants or the Vessel. Carriage on board a semi-submerged vessel will always be considered to be deck carriage.

### 7.4 Under deck-cargo

**(a)** In case of US Trade and if the United States Carriage of Goods by Sea Act, (COGSA) approved April 16, 1936 is deemed applicable to this Contract and the carriage of the Yacht, notwithstanding Sub-clause 2(a) of this Contract, nothing therein contained shall be deemed a surrender by the Carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities thereunder, nor shall the Carrier be deemed to have warranted the seaworthiness of the Vessel. In the event that COGSA is deemed applicable, then the provisions in said Act shall (except as may be otherwise provided herein) govern the period before the Yacht is loaded on and after it is discharged from the Vessel and throughout the entire time that it is in the actual custody of the Carrier at a United States port. For purposes of COGSA the Yacht Owner and Carrier agree that the Yacht shall be deemed a single package as well as the customary freight unit regardless of whatever method has been used in calculating freight.

**(b)** In case of non US Trade and if the International Convention for the Unification of Certain Rules Relating to Bills of Lading dated 25 August 1924 (The Hague Rules, or HAGR) and/or the Protocol to Amend the HAGR dated 23 February 1968 (The Hague-Visby Rules, or HAGVR) and/or the Protocol Amending the HAGR as Amended by the HAGVR dated 21 December 1979 (the SDR-Protocol, or HAGVR-SDR) is deemed applicable to this Contract, notwithstanding Sub-clause 2(a) of this Contract, nothing herein shall be deemed a surrender by the Carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities there under, nor shall the Carrier be deemed to have warranted the seaworthiness of the Vessel.

### 7.5 Limitations of liability

**(a)** In case of US Trade and only insofar as COGSA applies, neither the Carrier, the Servants nor the Vessel shall in any event be or become liable for any loss and/or damage to or in connection with the transportation of the goods (the Yacht) in an amount exceeding USD 500 per package (the Yacht) lawful money of the United States of America, or in case of goods not shipped in packages, per customary freight unit (the Yacht), or the equivalent of that sum in other currency, unless the nature and value of such goods have been declared by the shipper (the Yacht Owner) before shipment and inserted in Box 12 and the additional freight (see Sub-clause 7.5(b)) thereon has been paid by the Yacht Owner. This declaration, if embodied in the shipping documents, shall be prima facie evidence, but shall not be conclusive on the Carrier.

**(b)** In case the value of the Yacht has been declared, the freight shall be increased by 15% (fifteen per cent) of the declared value.

**(c)** In case of any liability of the Carrier and only insofar as the Hague Rules or Hague Visby Rules shall be deemed applicable to this Contract, the Carrier's total liability shall be limited to a maximum of £100 (GBP) sterling lawful money of the United Kingdom per package (the Yacht) but in no circumstances whatsoever and howsoever arising shall it exceed 666.67 SDR per package (the Yacht) or 2 SDR per kilo of the gross weight of the Yacht lost or damaged, whichever is the higher. SDR means Special Drawing Rights as defined by the International Monetary Fund.

**(d)** In any case where sub-Clauses 7.5(a) or 7.5(c) are not held applicable, the liability, if any, of the Carrier shall in any event be limited to the maximum amount of freight payable under Box 10.

## 8. Duties, Taxes, Charges & Canal Tolls

**(a)** The Yacht Owner shall pay any and all duties and charges (including but not limited to customs' duties and customs' clearance charges), tolls, taxes, freight taxes, fines, penalties, costs, expenses or charges of whatsoever nature levied on the Yacht, the Carrier, the Vessel or other means of transport used during the carriage, including any pre-carriage and/or on-carriage, and/or the freight arising from the performance of this Contract and voyage irrespective of how the amount may be assessed.

**(b)** The freight stipulated in Box 10 is based upon the Carrier paying canal tolls limited to the total amount stipulated in Box 10. Any increase in the canal tolls and/or any additional expenses imposed on the carriage for the canal transit actually paid by the Carrier shall be reimbursed by the Yacht Owner to the Carrier upon presentation of the Carrier's invoice.

## 9. Liberties

**(a)** The Vessel has the liberty at any time whatsoever to call at any port or ports in any order, whether substantially on the course of the intended voyage or not, for any purpose whether or not connected to the service, to sail without pilots, to tow and/or assist vessels in all situations, to undergo emergency repairs (including dry-docking), bunker and also to deviate for the purpose of saving life and/or property. The intended voyage shall not be limited to the direct or quickest route, but shall be deemed to include any proceeding to, returning to, stopping or slowing down at, or off any ports or places for any reasonable purpose connected with the service including bunkering or maintenance of the Vessel or crew.

**(b)** Whether expressly arranged beforehand or otherwise, the Carrier shall at any time be at liberty to carry and/or to tranship the Yacht to its port or place of destination by the said or other vessels or vessels either belonging to the Carrier or others without any obligation to effect such carriage or transshipment and the Carrier shall be at liberty to unload, store and reload the Yacht at any port for the purpose of such transshipment or otherwise. The Carrier shall have the liberty of re-stowing the Yacht and of loading and discharging other cargo(es) for the account of others than the Yacht Owner from places en route or not en route to places en route or not en route. The rotation of loading and discharging places shall be at the Carrier's option. The Carrier, the Servants and/or the Vessel shall not be responsible for any loss, damage or delay of whatsoever nature, howsoever caused, sustained by the Yacht Owner by reason of the Carrier exercising any of the liberties of this Clause 9 which shall in no way whatsoever constitute a deviation. In the event the Carrier will nevertheless be deemed liable for delay his liability shall be limited to a maximum of 5 % (five per cent) of the freight paid or payable under this Contract.

## **10. Freight, Incorrect Declaration & Cancellation**

### *10.1 Freight*

The freight, whether actually paid or to be paid, shall be considered fully earned upon concluding this Contract and shall be non-returnable in any event, the Vessel and/or the Yacht lost or not lost. Freight is payable by the Yacht Owner without the right to set-off, discount or deduction in freely transferable currency to the Carrier's nominated bank account. The Carrier's claim for any detention, duties, taxes, fines, penalties, tolls, expenses, costs or charges (hereinafter collectively "Charges") under this Contract shall be considered definitely payable in like manner as soon as the Charges have been incurred. Interest at 10% (ten per cent) per annum, compounded annually, shall run from the date when freight in whole or in part (Box 10.), the Charges and Demurrage are due. Failure to pay the full freight at the due date shall entitle but not oblige the Carrier, at any time, to refuse loading the Yacht, however without releasing the Yacht Owner from its obligation to pay the full freight, Demurrage and any Charges.

### *10.2 Incorrect declaration*

The Yacht Owner shall be liable for any and all consequences in case of any incorrect declaration of weight, measurement or value of the Yacht and the Yacht Owner shall pay, as liquidated damages, a sum equal to double the correct freight, less the freight originally charged based on the incorrect declaration, in addition to the Carrier's right to claim additional unliquidated damages, if any.

### *10.3 Charges*

The Yacht Owner shall further be liable for any and all Charges which are incurred by the nature of the Yacht or any of its contents or appurtenances as well as for any and all Charges which the Carrier, the Servants or the Yacht may incur through those events or non-observance of Custom House and/or import or export regulations.

### *10.4 Cancellation fee*

In case of cancellation of this Contract by the Yacht Owner before the date mentioned in Box 6, the following cancellation fees (in percentages of the freight set forth in Box 10) shall be payable by the Yacht Owner: (a) 75% if cancelled 30 calendar days or more prior to the date stated in Box 6 or, in case a range or window of dates is stated in Box 6, the earliest date of such a range or window of dates; (b) 80% if cancelled between 29 and 15 calendar days prior to the date mentioned in Box 6 or the earliest date in case of a range or window of dates; (c) 100% if cancelled 14 calendar days or less prior to the date mentioned in Box 6 or the earliest date in case of a range or window of dates, or at any time thereafter. In addition to the cancellation fee the Yacht Owner shall be liable for any costs, expenses and Charges incurred by the Carrier in preparation for the loading plus compensation for all time spent, if any, at the first loading port, place or area at the Demurrage rate. The Carrier shall use its best endeavours to avoid or mitigate such costs, expenses and Charges. The cancellation fee and any and all costs, expenses and Charges as well as Demurrage shall be due and payable in full to the Carrier within three banking days after notice of cancellation by the Yacht Owner.

### *10.5 Business e-mail compromise*

Notwithstanding anything else contained herein, any and all sums due to the Carrier under or in connection with this Contract, including but not limited to Freight and Charges, as all appropriate, shall be considered paid only when in fact cleared, received into and irrevocably credited to Carrier's nominated bank account with ABN AMRO Bank N.V., Amsterdam branch: NL24ABNA0454786956 (EUR) or NL26ABNA0454792352 (USD), Swift/Bic ABNANL2A. The Yacht Owner assumes all consequences of e-mail communications between the parties being hacked, forged or otherwise compromised in connection with the provision of fraudulent bank wiring instructions/payment information. The Yacht Owner shall always confirm payment details prior to making any payments and contact the Carrier by telephone if in doubt. Nothing in this Sub-clause shall be taken as a waiver by the Carrier of the Yacht Owner's obligation to make timely payments for all sums due hereunder.

## **11. Lien**

The Carrier shall have a lien (which includes a right of retention) on the Yacht for any and all freight, deadfreight, Demurrage, detention, claims for damages, general average contributions, salvage and for any and all other amounts due under this Contract including costs and expenses of recovering same (including reasonable attorney fees), whether or not the Yacht is actually loaded on the Vessel.

## 12. General Average & New Jason Clause

General average shall be exclusively adjusted, stated and settled at any place or port in the Carrier's option according to the York-Antwerp Rules 1994 (with the addition that in all cases when the Vessel is grounded all expenditure made and damage sustained by the Vessel in endeavouring to re-float her will be allowed in general average, even if the Vessel and the Yacht were not in immediate or prospective peril). The Yacht Owner shall fully contribute to general average and the Yacht Owner's contribution shall be payable even when such average is the result of a fault, neglect or error of the Vessel's Master, crew or pilot. In the event of accident, danger, damage, or disaster before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which or for the consequence of which the Carrier is not responsible by statute, contract or otherwise, the Yacht and the Yacht Owner shall contribute with the Carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the Yacht. The Carrier shall be under no obligation to exercise any lien and/or to collect any security in respect of general average sacrifice of the Yacht. If the Carrier delivers the Yacht to the Yacht Owner without claiming any security for contribution to general average, the Yacht Owner, by receiving the Yacht, becomes personally liable for contribution up to the C.I.F. value of the Yacht provided the Carrier notifies the Yacht Owner of his intention to declare general average within (3) three months after receipt by the Yacht Owner of the Yacht. If a salving ship is owned or operated by the Carrier or the Carrier's managers, salvage shall be paid for as fully as if the salving ship or ships belonged to strangers. Such deposit as the Carrier or their agents/Servants may deem sufficient to cover the estimated contribution of the Yacht and any salvage and special charges thereon shall, if required, be made by the Yacht Owner to the Carrier before delivery of the Yacht.

## 13. Both-to-Blame Collision Clause

If the Vessel comes into collision with another vessel as a result of the negligence and/or fault of both vessels, the Yacht Owner will indemnify the Carrier against all loss or liability the Carrier owes the other vessel, not carrying the Yacht, or the other vessel's owners insofar as such loss or liability represents loss of, or damage to, or any claim whatsoever of the Yacht Owner paid or payable by the other, non-carrying vessel, or her owners and set-off, recouped, or recovered by the non-carrying vessel or her owner as part of their claim against the carrying Vessel or the Carrier. The foregoing provisions shall also apply where the Carrier, carriers or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision or contact.

## 14. Unanticipated Circumstances

**(a)** If there arises, in the opinion of the Carrier, the Vessel and/or her crew any unanticipated circumstances, such as but not limited to change in regulations, shipping schedules, extraordinary delays, infectious or contagious diseases or epidemics/pandemics orders or directions by underwriters or authorities, strikes (preventing or obstructing the loading or discharging), war, warlike operations, terrorist acts, piracy and/or violent robbery and/or capture/seizure or the risk or threats thereof (hereinafter "Piracy"), blockades, lockouts, difficulties to enter any port due to whatsoever reason, including but not limited to ice, swell, wind, strikes, lockouts, congestion etc., or any other difficulties or any other event before loading of the Yacht that may influence the voyage, the Carrier shall have the option of cancelling this Contract whereupon any prepaid freight shall be repaid to the Yacht Owner less any costs or Demurrage incurred by the Carrier, the Servants or the Vessel and each party hereto shall be further released from any and all obligations under this Contract.

**(b)** If any unanticipated circumstances as referred to in Sub-clause 14(a) arise after loading of the Yacht, the Carrier shall have the liberty at its sole discretion (i) to discharge the Yacht at the port of loading or any other convenient port and the Yacht Owner shall be informed if possible and after discharge all parties shall be released from all obligations under this Contract except the Yacht Owner shall not be released from its obligation to pay the full freight and/or any other amounts due under this Contract or, (ii) to take a reasonable alternative route to the port of discharge and give notice to the Yacht Owner without delay that such route will be taken. Should the Vessel be within any such place where unanticipated circumstances as described in Sub-clause 14(a) arise, which only become dangerous, or are likely to be or to become dangerous, after her entry into it, she shall be at liberty to leave it. In any event, if the Vessel proceeds to or through an area exposed to Piracy, the Carrier shall have the liberty: (iii) to take whatever preventative measures that in its opinion are reasonable to protect the Vessel, her crew and cargo including but not limited to re-routing within the area, proceeding in convoy, using escorts, avoiding day or night navigation, adjusting speed or course, or engaging security personnel or equipment on or about the Vessel (the costs of which shall be for the Yacht Owner's account); (iv) to comply with the orders, directions or recommendations of any underwriters who have the authority to give the same under the terms of any applicable insurance; (v) to comply with all orders, directions, recommendations or advice given by the Government of the Nation under whose flag the Vessel sails, or other Government to whose laws the Vessel and/or this Contract is subject, or any other Government body or group, including military authorities, whatsoever acting with the power to compel compliance with their orders or directions; and (vi) to comply with the terms of any resolution of the Security Council of the United Nations.

**(c)** The Yacht Owner acknowledges that the agreed freight hereunder is based on the most convenient and cost-effective route to the discharge port but that the transit through any waterways or canals, including the Suez Canal and Panama Canal may be impossible or significantly delayed (more than 72 hours waiting time). In such event or reasonably anticipated event, and notwithstanding sub-clauses 14(a) and 14(b), the Carrier may at its sole discretion decide, (i) to keep vessel waiting at or off the waterway or canal, or (ii) order the vessel to sail such alternative route as the Carrier deems suitable, or (iii) discharge the cargo at the nearest safe port which shall be considered due fulfilment of this Contract. The Yacht Owner shall indemnify the Carrier, at the Demurrage rate set forth in Box 11, in proportion to the metric weight of each yacht on board the Vessel, for any waiting time exceeding 72 hours and/or the increase in time for sailing an alternative route plus any additional costs, including bunkers.

## 15. Carrier Clause, Exemptions & Immunities

**(a)** The Yacht Owner undertakes that no allegation, claim, demand, suit, action or arrest etc., whether "in personam" or "in rem", and whether arising in contract, tort, bailment, negligence or otherwise arising out of or in connection with the carriage or prospective carriage of the Yacht, shall be made against the Servants or the Vessel, which imposes or attempts to impose upon them or any vessel owned or chartered by them, any liability whatsoever in connection with the Yacht or the carriage of the Yacht whether or not arising out of any negligence on the part of the Servants or the Vessel. The Servants and the Vessel shall also be entitled to enforce the foregoing covenant against the Yacht Owner; and if any such claim or allegation should nevertheless be made, the Yacht Owner undertakes to defend, indemnify and hold the Carrier harmless from all consequences thereof.

**(b)** It is expressly agreed that neither the Servants nor the Vessel shall in any circumstances whatsoever be under any liability whatsoever to the Yacht Owner for any loss, damage or delay whatsoever and howsoever arising out or resulting from or in connection with any act, fault, neglect or default on the part of the Servants or the Vessel while acting in the course of or in connection with the Yacht or the carriage of the Yacht or the Servants or the Vessel's employment. Without prejudice to the generality of the foregoing provisions of this Clause, every exemption, limitation, condition and liberty contained in this Contract and every right, exemption from liability, defense and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled hereunder, including the right to enforce any jurisdiction or arbitration provision contained herein shall also be available to and shall extend to protect the Servants and the Vessel who shall be entitled to enforce same against the Yacht Owner.

## 16. Pollution

**(a)** The Carrier shall be liable for, and agree to indemnify, defend and hold harmless the Yacht Owner against all claims, costs and expenses (including reasonable attorney fees), penalties, fines, actions, proceedings, suits, demands and liabilities whatsoever arising out of or in connection with actual or threatened pollution damage and the cost of clean-up or control thereof originating from the Vessel or property of the Carrier.

**(b)** In addition to payment of Demurrage, the Yacht Owner shall be liable, and agree to indemnify, defend and hold harmless the Carrier, the Servants and/or the Vessel against all claims, costs and expenses (including reasonable attorney fees), penalties, fines, actions, proceedings, suits, demands and liabilities whatsoever arising out of or in connection with actual or threatened pollution damage and the cost of clean-up or control thereof originating from the Yacht or other property of the Yacht Owner.

## 17. Security of Ship & Port Facilities

**(a)** The Carrier shall comply with the International Code for the Security of Ships and of Port Facilities and the relevant amendments to Chapter XI of SOLAS (ISPS Code) relating to the Vessel and "the Company" (as defined by the ISPS Code). In case of US Trade or passing through United States waters, the Carrier shall also comply with the requirements of the US Maritime Transportation Security Act 2002 (MTSA). The Yacht Owner shall provide the Carrier with their full style contact details and any other information the Carrier requires to comply with the ISPS Code and/or the MTSA.

**(b)** Any loss, damage, costs and expenses caused by failure on the part of the Yacht Owner to comply with this Clause shall be for the Yacht Owner's account and any delay caused by such failure and/or resulting from measures imposed by a port facility or by any relevant authority under ISPS/MTSA shall be compensated to the Carrier at the Demurrage rate.

**(c)** Any additional costs and expenses (including reasonable attorney fees) whatsoever solely arising out of or related to security regulations or measures required by the port facility or any relevant authority in accordance with the ISPS Code/MTSA including, but not limited to, security guards, launch services, tug escorts, port security fees or taxes and inspections, shall be for the Yacht Owner's account, unless such costs and expenses result solely from the Carrier's negligence.

## 18. Law & Jurisdiction, Time for Suit

**(a)** This Contract shall be governed by and construed in accordance with the laws of the Netherlands. Any dispute, claim or action arising out of or in connection with this Contract shall be exclusively referred to the Court of Rotterdam, the Netherlands, with the exception of those claims or actions which are specifically mentioned in Sub-clause 18(b).

**(b)** In addition to its rights and remedies under Sub-clause 18(a) above, the Carrier only shall, in its sole discretion and option, be entitled to bring a claim or action against the Yacht Owner and refer such matter to arbitration in Rotterdam, the Netherlands, under the Unum Arbitration Rules with a sole arbitrator to be appointed.

**(c)** Any dispute, claim or action that the Yacht Owner may have against the Carrier arising out of, under or in connection with this Contract shall become time-barred and all the Yacht Owner's rights thereto shall be extinguished, unless proceedings under Clause 18 are validly commenced within 12 months from the date the Yacht was discharged or if the Yacht was not loaded, within 12 months from the first date of the expected shipment date(s) as referred to in Box 6 of this Contract or, if Box 6 is left blank, as otherwise notified by the Carrier in writing or, if there has been no such notification, as from the date of this Contract.

## 19. EU & US Advance Customs Filing

**(a)** The Yacht Owner shall ensure that any and all export and import customs formalities relating to the Yacht are timely complied with.

**(b)** For US Trade (and for Yachts destined for a foreign port but remaining on board at US ports and shipments intended to be transported in-bond as an immediate exportation (IE) or transportation and exportation (T&E) the Yacht Owner shall ensure full and timely compliance with the US Customs and Border Protection (CBP) 'Importer Security Filing' (known as ISF 10+2 Program) or any subsequent amendments thereto. The Yacht Owner shall accurately file all necessary data with CBP latest 24 hours before loading date.

**(c)** For shipments to, from or passing through ports of the European Union the Yacht Owner shall provide all necessary information to the Carrier enabling the Carrier to submit a timely (i.e. latest 72 hours before loading date) and accurate cargo declaration in compliance with the current EU Advance Cargo Declaration Regulations (the Security Amendment to the Community Customs Code, Regulations 648/2005; 1875/2006; and 312/2009) or any subsequent amendments thereto.



(d) The Yacht Owner shall compensate the Carrier at the Demurrage rate, for any time lost due to the failure of the Yacht Owner in complying with any and all of the provisions of this Clause. In addition to the payment of Demurrage, the Yacht Owner assumes all liability for and agrees to indemnify, defend and hold harmless the Carrier, the Servants and the Vessel for any claims, costs and expenses (including reasonable attorney fees), penalties, fines, suits, proceedings, actions, demands and liabilities whatsoever arising out of or in connection with the Yacht Owner's failure to comply with any or all of the requirements of Sub-clauses 19(a) and 19(b) or any other applicable customs regulations in general.

## 20. Containers

(a) In the event any containers are to be carried together or separately with the Yacht, the Yacht Owner must provide the verified gross weight of each packed container to the Carrier prior to loading the container(s) on board in accordance with SOLAS Chapter VI Regulation 2 (or any subsequent amendments thereto).

(b) If the verified gross weight is not provided to the Carrier prior to delivery to the load port/terminal, the container(s) shall not be loaded and shall remain at the load port at the Yacht Owner's risk and expense. In addition to payment of the full freight and Demurrage, the Yacht Owner assumes all liability for and agrees to indemnify, defend and hold harmless the Carrier, the Servants and the Vessel for any claims, costs and expenses (including reasonable attorney fees), penalties, fines, suits, proceedings, actions, demands and liabilities whatsoever arising out of or in connection with the Yacht Owner's failure to provide the verified gross weight of the container(s) in accordance with SOLAS Chapter VI Regulation 2 (or any subsequent amendments thereto).

## 21. Rider

(a) Always provided that: (i) the Yacht's length exceeds 90 feet; (ii) the voyage intended hereunder exceeds a scheduled period of ten days, and; (iii) the Yacht is to be carried on a semi-submersible Vessel, the Carrier may agree at its sole discretion to allow the Yacht Owner to nominate one person ("Rider") (provided always that the total number of Riders on board the Vessel does not exceed and, at the time of the Yacht Owner's request, has not yet exceeded the total number permitted by local or national regulations or any competent authorities), to accompany the Yacht during the transportation of the Yacht, in which case the Yacht Owner agrees to defend, indemnify, and hold harmless the Carrier, the Servants and the Vessel from and against any claim, liability, loss, damage, fines, suits, actions, penalties, costs and expense whatsoever which the Carrier, the Servants or the Vessel may incur, suffer or be put to arising out of any act, negligence, omission or default by that Rider. The Rider will be an employee of the Yacht Owner, not of the Carrier. The Yacht Owner warrants that the Rider will perform his or her duties, which shall include proper cleaning of the Yacht on a daily basis, and behave himself or herself in a workmanlike and professional manner and will not be negligent.

(b) The Rider will inspect the Yacht, its securing and its contents during the voyage. The Rider will promptly report to the Vessel's crew any need to adjust the system that secures the Yacht to the Vessel. The Rider will be responsible to inspect and adjust where necessary the systems used to secure the appurtenances and contents of the Yacht.

(c) The Yacht Owner and the nominated Rider shall each complete and sign the relevant Free Pass Agreement Forms, which will be deemed fully incorporated into this Contract. The Carrier shall not be liable for any damages that may result from the impossibility of a nominated Rider to accompany the Yacht, for whatever reason, and it is understood that the Master of the Vessel has final discretion whether to allow a Rider to accompany the Yacht.

(d) The Yacht Owner warrants that the Rider will possess all necessary and valid papers, visa or other documents to enter the country of destination, or any country that will be visited during the voyage. The Yacht Owner will indemnify, defend and hold harmless the Carrier, the Servants and the Vessel for any failure to comply with immigration requirements (or any other requirements which may prevent the Rider from entering the country of destination).

(e) The Yacht Owner shall be liable for any and all damages, including physical damage, personal injury and all economic losses to third parties caused or contributed to by the Yacht Owner's Rider. The Yacht Owner undertakes, and is required, to purchase insurance to cover the risks it has assumed under this Clause 21, in the minimum amount of US\$2,500,000, evidence of which shall be submitted at the time of concluding this Contract. Failure to provide such evidence of insurance obligates the Yacht Owner to purchase this liability insurance at its cost through the Carrier, which shall remain in effect until delivery of the Yacht.

## 22. Sanctions

(a) For the purposes of this Clause:

"Sanctioned Activity": means any activity, service, carriage, trade or voyage subject to sanctions imposed by a Sanctioning Authority. "Sanctioning Authority": means the United Nations, European Union, United Kingdom, United States of America or any other applicable competent authority or government. "Sanctioned Party": means any persons, entities, bodies, or vessels designated by a Sanctioning Authority.

(b) Carrier warrant that at the date of this Charter Party and throughout its duration they, the registered owners, Servants, the Vessel and any substitute are not a Sanctioned Party.

(c) Yacht Owner warrants that at the date of this Contract and throughout its duration they are not a Sanctioned Party.

(d) If at any time either party is in breach of subclause (b) or (c) above then the party not in breach may terminate and/or claim damages resulting from the breach.

(e) If performance of this Contract involves a Sanctioned Party or a Sanctioned Activity, without prejudice to any other rights that may be available in subclause (d) above:

(i) if loading has not commenced, Carrier may cancel this Contract; or

(ii) if the voyage or the loading has commenced, Carrier may refuse to proceed and discharge the Yacht already loaded at any safe port or place of its choice (including the port or place of loading) in complete fulfilment of this Contract,

The Carrier shall be entitled to recover from the Yacht Owner the extra expenses of such discharge and, if the discharge takes place at any port other than the loading port, to receive the full freight as though the Yacht had been carried to the discharging port, the Carrier having a lien on the Yacht for such expenses and freight.

**(f)** If in compliance with subclause (e) above anything is done or not done, such shall not be deemed a deviation, but shall be considered due fulfilment of this Contract.

**(g)** Yacht Owner shall indemnify Carrier against any and all claims brought by Servants, the shipper, the receiver, consignee and/or any person or party entitled to the possession of the yacht or in any way having an interest in the Yacht including and the holders of bills of lading, cargo receipts, waybills or other documents evidencing contracts of carriage and/or sub charterers against Carrier by reason of Carrier's delivery of the Yacht in accordance with subclause (e) above.

**(h)** Yacht Owner shall procure that this Clause shall be incorporated into all sub-charters, bills of lading, cargo receipts, waybills or other documents evidencing contracts of carriage issued pursuant to this Contract.

### **23. Brown Marmorated Stink Bug (BMSB)**

**(a)** The Yacht Owner warrants that the Yacht is free of Brown Marmorated Stink Bug (BMSB) and its eggs and that the Yacht has been properly treated in accordance with the Australian and/or New Zealand standards for BMSB treatments and the Yacht Owner shall prior to loading provide the Carrier with a valid BMSB treatment certificate from an approved and registered BMSB treatment provider.

**(b)** If no valid BMSB treatment certificate is submitted to the Carrier prior to loading, the Carrier may refuse to load the Yacht in whole or in part but the freight shall nevertheless be deemed fully earned and the Carrier shall have no further obligation to carry the Yacht. Carrier's decision to load the goods in the absence of a valid BMSB treatment certificate shall not constitute a waiver of any rights the Carrier has under this clause.

© Notwithstanding: (i) the provision of a BMSB treatment certificate, (ii) whether or not the Yacht can be classified as target (high) risk goods or (iii) whether the Yacht is shipped from target risk countries or not, should an infestation of BMSB be found or suspected, the Yacht Owner shall be liable for any and all consequences whatsoever howsoever arising, including but not limited to damages for detention, costs and third party liabilities including costs of compliance with any government direction and freight costs of returning the contaminated Yacht to origin. The Yacht may at any time before discharge be landed at any place by the Carrier without compensation.

### **24 . Waiver & Validity**

**(a)** Notwithstanding any right of cancellation as expressly provided for in this Contract, the Carrier and the Yacht Owner waive any right to dissolve or annul this Contract.

**(b)** Insofar as any provision of this Contract is held to be inconsistent with mandatory law, the provisions of this Contract shall to the extent of such inconsistency but no further be null and void.