

GENERAL CONDITIONS FOR S/Y Ocean Breeze

An agreement between

The Charterer: _____ (PRINT)

And

The Charter Company: _____ representing Solvis GmbH

THE PACKAGE

Event or Cruise:

Package Dates:

Maximum Crew Number: 20 for offshore and 25 for inshore sailing

Joining Port:

Disembarkation Port:

Package Price:

THE BOOKING

The booking is binding and applicable to the Charterer. Transfer of the booking to another person is only possible following written consent of the Charter Company and receipt of a completed Conditions of Booking Contract from the transferee.

A charter is secured upon receipt of a deposit of 50% of the Package Price. The balance due date will be not later than 6 weeks prior to the commencement of the Package.

CANCELLATION

In case of cancellation by the Charterer the following charges are made:

- Up to 6 months prior to the commencement of the Package: 30% of the Package Price
- Less than 10 weeks prior to the commencement of the Package: 50% of the Package Price
- Less than 6 weeks prior to the commencement of the Package: 70% of the Package Price
- Between 6 weeks and 2 weeks prior to the commencement of the Package: 90 % of the Package Price
- Less than 2 weeks prior to the commencement of the Package: 100 % of the Package Price

If the Charterer fails to wholly or partly complete the Package, there is no pro-rata refund given.

Participation in the Package is not possible until all payments have been received.

THE CHARTER COMPANY

Is entitled to withdraw from this agreement if its implementation is impossible by special circumstances, such as unavoidable unavailability of the intended vessel or a replacement vessel, by unavailability of the planned number of participants of 7 people, strikes, natural disasters, epidemics, war, civil unrest sovereign assemblies, damage, heavy weather or similar serious events. In case of cancellation by the Charter Company for any of these

reasons, the Charterer will be refunded a pro rata daily rate without interest for that proportion of the Package Dates outstanding after the date and time on which the loss or disablement occurred without any deduction of a processing fee.

Further claims against the Charter Company and/or Charter Agent, for whatever reason, are excluded.

The Charter Company has a yacht and P&I insurance and is insured against all

liabilities. However the Charter Company will not accept any liability in case of damage or injury, due to whatever cause. There is no insurance coverage on board for baggage and valuables. The Charterer is required to provide their own insurance for travel and accident (including emergency transport evacuation) that covers yacht racing.

In the case of delay by weather or accident, no liability is assumed by the Charter Company and/or Charter Agent. In departure and arrival ports not specified in the Package, claims against the Charter Company and/or Charter Agent are excluded.

THE CHARTERER

The Charterer may invite up to 18 additional guests to operate as crew for the event. The Charterer represents their guests as a single entity for the purposes of this agreement and signs on their behalf.

For insurance purposes, each guest is insured for at least 15 minutes with clothing to swim in deep water without a flotation device, providing the Charterer agrees by signing this agreement that they are in good health and do not suffer from contagious diseases, and do not suffer seizures. ALL health conditions MUST BE NOTIFIED in writing to the Charter Company prior to joining the Yacht.

The Charterer is participating in a sporting event and has no agreement for either carriage or a package holiday.

The Charterer's guests are on board as Crew Members, not passengers and participate at their own risk in all sailing and related activities, and each is fully responsible for himself/herself.

The Charterer's guests shall take all necessary precautions for his/her own person, for example, putting on the life vest, clipping on above and below deck, transfer from the vessel to shore, etc.

The Charterer commits to comply with all applicable regulations on board and accepts that animals, weapons and illegal substances are not allowed on board. Furthermore, the Charterer agrees that there is no consumption of alcohol on board during navigation, neither the Charterer and his guests may be alcoholised when departing for navigation.

The Charterer's guests accept that in all ship manoeuvres and the usual work onboard a yacht they will take part to the best of their ability. It is agreed that at all times during the Package they will be helpful and considerate to all Crew Members.

In the event of malfunctions, the Charterer's guests are obliged to do everything reasonable to help rectify the problem and to minimize possible damages.

All costs and damages arising from the non-observance of passport, visa, customs, currency and health regulations, shall be borne by the Charterer who is advised to establish the implications of local regulations.

Acceptance of the Yacht shall imply the Yacht, its equipment, fixtures and fittings and sail wardrobe are in proper working order.

THE CHARTER COMPANY REPRESENTATIVE

The task of the Representative is to sail the yacht with the help of the Charterers, as well as to take sole responsibility for the navigation and seamanship. The Representative alone has the responsibility to make decisions that affect the safety of the Charterers and yacht. The Representative has all rights and obligations in accordance with the valid law of the sea. All Package destinations may be changed due to weather conditions at the discretion of the Representative.

THE PACKAGE PRICE

Is inclusive of:

- The Skipper who does not necessarily have to be the Helmsman
- Two days of yacht familiarization and race training
- Yacht fuel, water & gas costs

Is not inclusive of (unless otherwise agreed):

- Entry fees
- Berthing fees
- Food and drinks

All costs incurred on land are for the account of the Charterer.

THE AGREEMENT

The invalidity of any provision of this Agreement shall not invalidate the entire Agreement.

The correction of mistakes, misprints and miscalculations reserved.

Verbal offers or agreements are only valid if confirmed in writing.

Claims under this Agreement must be made within one month of the last day of the Package. Any right to make claims beyond this period is forfeit.

This agreement is governed by the substantive and procedural laws of Austria.

I agree to the Conditions of this Agreement:

The Charterer

(SIGN) _____

(PRINT) Name _____

dated _____

For and on behalf of the Charter Company

(SIGN) _____ JOHANNES SCHWARZ, CEO

dated _____