

Heavy-Lift Rider Conditions incorporated and belonging to the Booking Note.

Clause 1 - In addition to these "Heavy Lift Rider Conditions" and terms and conditions of the Booking note, The Carrier's Mate Receipt and/or Bill of Lading will be used. The "Charter Party" with the carrier shall include this Booking note and Heavy Lift Rider Conditions.

Clause 2 - The shipment of the boat(s) or other cargo to be as part cargo. The Carrier has the option to complete/discharge other cargo in or out geographical rotation.

Clause 2A - Merchant protection clause.

- The yacht will not be transhipped unless otherwise agreed.

- Under no circumstance during loading, discharge, or voyage the crew of the yacht carrier will undertake chipping, cutting, grinding, chiseling, sanding, wire brushing, or any other form of vessel maintenance. But Carrier or Booking agent cannot be held responsible when yachts get dirty by salt, stains, grease spots, rust stains or other difficult removable debris deposited on the yachts for whatever external reasons.

Clause 3 - Any and all taxes, dues, levies, charges, wharfage and/or commissions on and/or relating to the boat, and /or goods and/or freight if any, or any other additional costs due to having cargo on board to be for Merchant's account.

Clause 4 - The boat and/or goods to be brought, respectively taken from alongside the vessel from the water or quay at the Carrier's choice, in a sequence as required by the Carrier or his servants at one good, safe, always accessible, always afloat berth or anchorage designated by the Carrier.

Clause 5 - Transport is agreed to be from water to water, water to quay, or quay to water. Included in the freight is only 1 handling each port. A second manipulation will be charged extra. The boat and/or goods will be received by the Merchant at his risk. Harbour fees and other Yacht related cost/fees/dues in the loading port prior to loading and after offloading are always for yacht owner's account even when carrier is delayed. The yacht/boat will be shipped on deck or under deck in carrier's option. Divers are not included and if needed and/or requested by yacht/boat owner - divers' expenses are always for yacht/boat owner's account and to be arranged by yacht/boat owner.

Clause 6 - The Merchant guarantees that the boat and/or goods, packing and/or lifting points and other means of lifting and/or lashing points are suitable and safe for lifting and sea transport on board a vessel with adequate strength/stiffness and that any special requirements for lifting/lashing/securing and alike to be followed, complied with, or accompanied by the Carrier, are notified to the Carrier prior to lifting.

Clause 7 - Merchant to provide the carrier with sufficient information as where to place slings for lifting the boat and cradles in equilibrium and the centre of gravity of the boat to be indicated. The cradles, if Merchant's own, and lashing points, to be always subject to the Carrier's approval although such approval does not constitute an acceptance of liabilities nor that the same are suitable and adequate for the lashing and securing operations. Time lost by late arrival alongside of the yacht, lack of proper lifting points and/or adequate means of lifting and/or lashing points and/or marks, incorrect weight and/or dimensions, shall be charged as detention/demurrage. The Merchant to provide to the Carrier testing certificates, accepted by authorities and the Classification Society of the vessel in both, load and discharge port, for all lifting equipment used or to be used belonging to and/or provided by the Merchant for the Merchant's expense and/or account. Without prejudice to the above and generality of all the foregoing, the Merchant shall indemnify and hold harmless the Carrier for any damages, expenses or any other direct and/or indirect consequences of whatsoever nature resulting from and/or relating to Merchant's failure to comply with the above and all other clauses of this contract and/or Mate Receipt.

Yachts will not be allowed to bunker fuels/lubes and/or other liquids that can damage or pollute the carrier, other cargo, or environment when the yacht is on deck or alongside the carrier. When yachts are wrapped, or used metallic paints, we must be informed. Otherwise, the Carrier cannot take any responsibility on lifting marks or damage on the wrapping or paint.

Clause 8 - The Master of the ship to allow the discharge of the boat and/or goods only upon confirmation that sea freight is in Carrier's account. In case freight is not paid, all time lost in waiting to be charged as detention/demurrage or yacht will be discharged on the dock. All costs arising after discharging are for Merchant's account. Before offloading the Bill of Lading must be endorsed by the receiver.

Clause 9 - Subject to the provisions of Clause 7 of the Booking Note, lashing/securing/dunnaging to be for the Carrier's expense and/or account.

Clause 10 - Goods stowed on deck including cargo operations shall be at all times and in every respect at the risk of the shipper/consignees. The carrier shall in no circumstances whatsoever be under any liability for loss of or damage to deck cargo, howsoever the same may be caused, whether by negligence on the Master, the Crew or the ship owners, or any other cause whatsoever, all of which shall at all times be excluded.

Clause 11 - This Booking Note/Mate Receipt/Bill of Lading are subject to the exclusive law and jurisdiction of the Court of Rotterdam.

Clause 12 - The agreed freight rate as per box 10 of the Booking Note + additional charges (if any) in box 13 to be paid 15 days before loading but anyway always 4 banking days before discharge of the boat and/or goods. The carrier is allowed to ask for a down payment of 25% of the sea freight upon signing booking note:

Starclass Yachts

IBAN : MCS8 1756 9000 0106 1466 3000 104

Bank : Compagnie Monégasque de Banque (CMB, Monte Carlo

BIC : CMBMMCMX

Clause 13 - Carrier can ask for a cancellation fee of 25% when the merchant cancels no less than 15 days before earliest loading date mentioned in the booking note, but 100% cancellation fee if merchant cancels within 15 days before earliest loading date mentioned in the booking note. The carrier has the right to sail from the loading port when the yacht is not ready within 6 hours after agreed loading time and date. Even when the carrier leaves the yacht behind, she still has the right at full payment of the agreed freight.

Clause 14 - This contract is subject to the general terms and conditions of the Booking Agent and Carrier and such terms are to be fully incorporated into this contract.

Clause 15 - The shipping line or its servants/brokers and /or booking agents can not be held responsible for damages below the deductible as mentioned in the transport insurance policy. In any case sea freight must be paid in full without any deductions, even in case of damage (under or above the deductible).

Clause 16 - The Merchant to satisfy himself after loading, at his risk and expense, that the yacht is loaded and secured without any damage and that the cradle as well as lashings are suitable for the yacht and that the yacht is secured in such a way that she is fit to commence the sea passage. For this purpose, merchant may want to appoint a surveyor on his behalf.

Clause 17 - Clause Paramount

"The International Convention for the Unification of Certain Rules of Law relating to Bills of Lading signed at Brussels on 25 August 1924 ("The Hague Rules") as amended by the Protocol signed at Brussels on 23 February 1968 ("The Hague-Visby Rules") and as enacted in the country of shipment shall apply to this Contract. When the Hague-Visby Rules are not enacted in the country of shipment, the corresponding legislation of the country of destination shall apply, irrespective of whether such legislation may only regulate outbound shipments. When there is no enactment of The Hague-Visby Rules in either the country of shipment or in the country of destination, The Hague-Visby Rules shall apply to this Contract save where the Hague Rules as enacted in the country of shipment or if no such enactment is in place, the Hague Rules as enacted in the country of destination apply compulsorily to this Contract. The Protocol signed at Brussels on 21 December 1979 ("the SDR Protocol 1979") shall apply where The Hague-Visby Rules apply, whether mandatorily or by this Contract. The Carrier shall in no case be responsible for loss of or damage to cargo arising prior to loading, after discharging, or while the cargo is in the charge of another carrier, or with respect to deck cargo."

Clause 18: Without knowing the exact dimensions and weight of your yacht, including structural alterations, we cannot guarantee safe handling of your yacht. Allowance in weight of 5% is accepted. Dimensions and weight will be checked. Sea freight will be recalculated when dimensions and/or weight is not correct.

Clause 19: Custom clearance in loading and discharging ports must be performed by Merchant and is for Merchant's account. Merchant must provide correct and valid documents to the local agents at both ends to be able to perform customs clearance formalities.

Merchant needs to take Marine Cargo Transport insurance. Starclass or the Booking Agent can provide the insurance cover. If the Merchant takes his own insurance for the boat and/or goods, the booking carrier needs to receive a proof of insurance.

I have received, read, fully understand and accept all information contained within the Booking Note, General conditions (www.starclass-yachttransport.com) and "Heavy-Lift" rider.

Signature (Carrier) Starclass Yachts

Signature (Merchant)