SKIB & BÅD

SHIP AND BOAT BUILDERS' EMPLOYERS' ASSOCIATION

March 2018

General conditions for retrieving and launching as well as winter storage of vessels as applying for shipyards under the Danish Ship and Boat Builders' Employers Association.

1. Time Period

During the period (dd-mm-yyyy):

the **retrieving** of the Vessel takes place.

During the period (dd-mm-yyyy):

the **launching** of the Vessel takes place.

Special appointment shall be settled with the Contractor.

2. Time Limit

2.1. The Vessel shall be ready for launching before (dd Month):

unless otherwise agreed in writing.

2.2. If the Vessel is not ready for launching when due and it is a hindrance to the other work of the shipyard, the Vessel shall be removed at the Owner's account.

3. Insurance

3.1. The Owner shall keep the Vessel properly insured with a third party liability insurance, during her stay at the shipyard.

4. Dock Rent

4.1. Dock rent is:

DKK per square meter in the **non-enclosed area**:

DKK per square meter in the **enclosed area**:

DKK per square meter for **indoor storage**:

4.2. In addition to this, the Owner shall pay for retrieving and launching, derigging and rigging of the mast as well as additional services in pursuance of the Contractor's applicable prices.

5. The Stay at the Shipyard

5.1. The Owner and his crew are entitled to carry out normal maintenance and repair work on the Vessel.

5.2. Any other work shall be carried out solely by the Contractor and his sub-contractors and thus the Owner shall not be entitled to have work carried out on the Vessel by other craftsmen as long as it is at the Contractor's yard, unless otherwise agreed in writing with the contractor.

5.3. The Owner is responsible for any winter preparation including motor and technical installations as well as any spring preparations.

5.4. The Owner is responsible for any covering of the Vessel. If possible, instruments with hull bushing shall be removed before the Vessel is removed from the water and shall not be mounted again until the launching of the Vessel.

5.5. The Owner shall at all times keep order in the area around the Vessel. The Owner shall respect the non-mandatory procedural requirements given by the Contractor, e.g. regarding removal of waste and delivery of used oil.

6. Protective Measures

6.1. The Contractor shall not protect the Vessel unless otherwise agreed in writing with the Owner.

7. Extent of Liability

7.1. The Contractor shall not be liable for any damage, including damage to the Vessel or her equipment or objects, unless it may be established that the damage is due to intentional errors or negligence on the Contractor's part.

7.2. The Contractor is not responsible for damage including fire, theft, vandalism, which are accidental or caused by third party.

7.3. For all indirect damage the Contractor is only liable if it may be established that the damage is due to gross errors or negligence on the part of the Contractor or other parties under the liability of the Contractor.

8. Payment

8.1. Unless otherwise agreed, payment shall be effected net, in cash, upon issuing invoice, upon the finishing of the work. Any outstanding amount shall be paid before the Vessel leaves the shipyard.

8.2. If payment is not effected when due, interest shall be calculated in compliance with the Danish Interest Act.

8.3. Use of electricity may only take place when the vessel owner or his/her representative is present by the vessel. In case of major consumption or long term connection a secondary meter will be installed. Payment according to fixed price unless otherwise agreed. This also applies for water consumption.

8.4. According to the standard regulations on order in Danish marinas and small fishing ports paragraph 2.16 the shipyard may:

If a vessel is considered abandoned it may be removed and sold at the expense of the owner. Prior to this, the shipyard must inform the vessel owner as well as post notice on the vessel.

Obtained profit can be used as total or partial settlement to cover shipyards losses causes by the owners' breach of contract. Possible net profit must be deposited in a bank at the expense of the vessel owner until released to the owner, his/her rightful airs, accounts payable or other successors in interest.

If an independent Valuer has declared the vessel of no value, or if the value is less than the estimated selling costs, the shipyard may dispose of the vessel after having informed the vessel owner of this in writing.

9. Arbitration

9.1. According to law, any dispute between the parties regarding a matter arising from an agreement governed by the above provision shall be settled at SØ- og Handelsretten (The Maritim and Commercial Court) of Copenhagen at the Contractor's choise.

By his signature, the Owner confirms to have read these General Conditions, and to have received and read the order confirmation, in force besides the General Conditions:

Date: _____

Contractor:	_____	Owner:	_____
		Name:	_____
		Address:	_____
		Private:	_____
		Office tel.:	_____
Signature:	_____	Signature:	_____