

GENERAL CONTRACTUAL TERMS AND CONDITIONS FOR THE RENTAL OF VESSELS

These General Contractual Terms and Conditions ("GTC"), together with the General Terms and Conditions of Use [<http://www.catamaranibiza.com/legal-notice/>] and the Special Terms and Conditions ("STC") which may be agreed between the parties, shall regulate the relations between CATAMARAN EXPERIENCE IBIZA, S.L. ("CATAMARAN EXPERIENCE IBIZA") and the users who contract the provision of the services related to the rental of vessels and others related thereto offered on the Website www.catamaranibiza.com ("Website") ("Customers").

1. GENERAL TERMS AND CONDITIONS PRIOR TO CONTRACTING

1.1. The use of the Website by Customers involves the unilateral adherence to and unreserved acceptance by them of the Legal Notice [<http://www.catamaranibiza.com/legal-notice/>]. In relation to any matters not provided for in these GTC or in the STC the Legal Notice shall be applicable.

1.2. CATAMARAN EXPERIENCE IBIZA may unilaterally modify, at any time, the layout and the content of these GTC without the prior consent of the Customers being necessary. However, the GTC applicable to a certain transaction shall be those in force at the time of formalization thereof.

1.3. The services may be contracted in Spanish or in English.

2. IDENTIFICATION OF THE PARTIES

2.1. CATAMARAN EXPERIENCE IBIZA, S.L. is a company whose principal purpose is the rental of vessels and the provision of services

related thereto, which has its registered office at Calle Ronda del Cros, 36, bajos 2ª-08303 Mataró (Barcelona) and is holder of tax identification number B-66965344, with email address info@catamaranibiza.com, telephone number +34 657 900 362. It is registered in Barcelona Commercial Registry, in Volume 45839, Folio 90, Page B-500658, 1st Entry.

2.2. In order to contract the Services, Customers must identify themselves in advance by providing their personal data which are indicated in the Special Conditions, and bear the following characteristics:

(a) In the case of an individual, he must be of legal age and with the full capacity to act.

(b) In the case of a legal entity, the person who contracts must have sufficient powers to act in the name and on behalf of the legal entity.

(c) In any event, he/it must have the status of final consumer, in accordance with the provisions of Royal Legislative Decree 1/2007, of November 16, enacting the Revised Law for the Protection of Consumers and Users, i.e. for the Customer's own consumption.

3. GENERAL CHARACTERISTICS OF THE SERVICES

3.1. CATAMARAN EXPERIENCE IBIZA offers to its Customers services of rental of vessels and other services related thereto, the content of which is indicated at any time on the Website ("**Services**").

3.2. The purpose of the Website is to inform Customers of the Services and of their con-

Customer's signature	Signature CATAMARAN EXPERIENCE IBIZA, S.L.

tractual terms and conditions. All subsequent procedures and the final contracting between the Parties shall be conducted by electronic mail and/or face to face. The rented vessel and the specific services shall be indicated in each case in the relevant Special Terms and Conditions.

3.3. The information inserted in the offers is merely for information purposes and does not constitute in any event a warranty in relation to the availability of the Services. Customers may check the availability of such Services by directly contacting CATAMARAN EXPERIENCE IBIZA at the telephone number or email address which appear on the Website.

4. PRICE

4.1. The prices and the taxes of each of the Services shall be those indicated on the Website and shall be valid throughout the period in which they may be accessed by Customers.

4.2. On the basis of the foregoing, the Price applicable in each case shall be that which is specified by the Parties in the relevant Special Terms and Conditions according to the Services contracted ("**Price**").

5. METHOD OF PAYMENT

5.1. The Customer must pay the relevant amounts by bank transfer to the account which may be indicated to him in advance by CATAMARAN EXPERIENCE IBIZA. Cash payments shall not be accepted.

5.2. The Price must be paid by the Customer in the following installments, unless indicated otherwise in the Special Terms and Conditions:

- (a) 50% of the Price, as a booking fee, at the time of signature of the Contract by bank transfer.
- (b) The remaining 50% one month before boarding.

6. SECURITY

6.1. For the purposes of guaranteeing the fulfillment by the Customer of his obligations assumed vis-à-vis CATAMARAN EXPERIENCE IBIZA, the latter may request from the Customer the data of a credit card issued by a renowned institution. In the event of a breach by the Customer of any of the above-mentioned obligations, CATAMARAN EXPERIENCE IBIZA may obtain the relevant amounts by charging the above-mentioned card.

7. DELIVERY

7.1. Prior to delivery, the Customer may inspect the rented vessel with a person appointed by CATAMARAN EXPERIENCE IBIZA, so as to check that the vessel and its equipment are in perfect working order. The delivery of the vessel and the commencement of the trip constitutes acceptance by the Customer that it is in perfect working order.

7.2. The rented vessel shall be delivered to the Customer in the port which is indicated in the Special Terms and Conditions agreed between the Parties.

7.3. Any delay in the delivery of the rented vessel for a reason attributable to the Customer shall not involve an extension of the period for the return of the vessel.

7.4. If meteorological circumstances require a delay in the departure of the vessel, this shall not give rise to a reduction of the agreed price nor an extension of the term of the contract.

8. VESSEL OF A SIMILAR CATEGORY

8.1. The vessel is leased according to its category. CATAMARAN EXPERIENCE IBIZA may replace the rented vessel with a vessel of a similar category, if due to a prior accident or breakdown, the vessel contracted is not in

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optimum condition for sailing at the time envisaged for the delivery thereof.

8.2. However, if in the above-mentioned case, the Customer does not accept the substitute vessel or CATAMARAN EXPERIENCE IBIZA does not have such vessel at the time of delivery, CATAMARAN EXPERIENCE IBIZA shall return to the Customer the total of the amounts paid by him, without the latter being entitled to claim further compensation from CATAMARAN EXPERIENCE IBIZA.

9. RETURN

9.1. The Special Terms and Conditions agreed by the Parties shall include the date, time and place of return of the rented vessel by the Customer.

9.2. Any delay in the return of the rented vessel not authorized in advance in writing by CATAMARAN EXPERIENCE IBIZA, shall give rise to the obligation of the Customer to pay to CATAMARAN EXPERIENCE IBIZA, as a penalty, double the rate applied for each day of delay, as well as any amount which CATAMARAN EXPERIENCE IBIZA may be required to pay to third parties as a consequence of the aforementioned delay, including, for example, those arising from the delay in the subsequent delivery of the vessel to other customers. The Customer may not allege weather conditions as justification for delay in the return of the rented vessel. The penalties provided in this clause shall not limit any right which CATAMARAN EXPERIENCE IBIZA may lawfully exercise, nor replace the indemnity for loss and damage which CATAMARAN EXPERIENCE IBIZA may demand from the Customer.

9.3. At the time of the return, CATAMARAN EXPERIENCE IBIZA shall check the rented vessel, in order to verify that it is in a good state of repair, check the equipment and the absence of breakages. The expenses necessary to restore the vessel and its equipment to its original state at the time of delivery

shall be charged by CATAMARAN EXPERIENCE IBIZA to the credit card provided by the Customer in accordance with Clause 6.1 above.

If when an estimate has been obtained for the relevant repairs, the amount of such repairs is greater than the balance of the credit card or, for any reason, CATAMARAN EXPERIENCE IBIZA cannot obtain the relevant amounts from this credit card, the Customer must pay to CATAMARAN EXPERIENCE IBIZA the relevant amount within a maximum period of FIVE (5) calendar days from the request by CATAMARAN EXPERIENCE IBIZA.

10. RIGHT OF WITHDRAWAL

10.1. The Customer may withdraw from the provision of the Services contracted up to the date envisaged for the delivery of the rented vessel. In the event of withdrawal, the following penalties shall be applied, calculated on the basis of the amount of the booking fee paid by the Customer:

- (a) Cancellations more than 90 calendar days prior to the date envisaged for the delivery of the rented vessel: 30% of the total amount of the booking fee.
- (b) Cancellations between 90 and 60 calendar days prior to the date envisaged for the delivery of the rented vessel: 50% of the total amount of the booking fee.
- (c) Cancellations less than 60 calendar days prior to the date envisaged for the delivery of the rented vessel: 100% of the total amount of the booking fee.

10.2. The Customer must notify his withdrawal to the Customer Service Department of CATAMARAN EXPERIENCE IBIZA at the email address info@catamaranibiza.com, or by telephone at +34 657 900 362 or personally at the offices of CATAMARAN EXPERIENCE IBIZA at Ronda del Cros, 36, bajos 2ª-08303 Mataró.

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11. TERMINATION OF THE CONTRACT

11.1. The Contract shall be terminated in the following cases:

(a) At the time of the return of the rented vessel by the Customer to CATAMARAN EXPERIENCE IBIZA, to the satisfaction of the latter, at the time, on the date, in the place and under the terms and conditions provided in these GTC and in the Special Terms and Conditions agreed by the Parties, without prejudice to the Parties’ obligation to fulfil any outstanding obligations.

(b) If the Customer exercises his right of prior withdrawal in accordance with Clause 10.

(c) In the event of a breach by the Customer of his payment obligations in the stipulated periods, in which case CATAMARAN EXPERIENCE IBIZA may immediately terminate this Contract, notifying the Customer in writing. In this case, CATAMARAN EXPERIENCE IBIZA shall retain the amounts already paid by the Customer, without prejudice to the right of CATAMARAN EXPERIENCE IBIZA to exercise any rights and to file any claims which may be legally available to it, including claims for damages.

(d) In the event of the negligent and/or reckless use by the Customer of the rented vessel, the infringement of the rules of use provided in these GTC or, where relevant, in the Special Terms and Conditions, and of the legislation in force, in which case CATAMARAN EXPERIENCE IBIZA may immediately terminate this Contract, by notifying the Customer in writing.

(e) At the discretion of the non-defaulting Party, due to a total or partial breach of any of the other obligations established by law or contract. In this case, if performance is still possible, the Party *in bonis* shall notify in writing to the other his breach and the inten-

tion of the former to terminate the Contract if the defaulting Party fails to perform correctly within three (3) days from the receipt of the notification. If such period elapses without the breach having been rectified, the notifying Party may terminate the Contract by written notification to the defaulting Party and claim from him the damages to which he may be entitled. When performance is not possible, the contract shall end upon the receipt of the written notification in which the intention to terminate and the grounds for termination are stated.

12. RULES OF USE BY THE CUSTOMER

In addition to any other obligation applicable, the Customer must use the rented vessel in accordance with the following rules of use:

12.1. The Customer undertakes to comply with the legislation of each of the countries in which he sails with the rented vessel and, in particular, the legislative provisions relating to the uses of domestic and international waters, as well as the credentials, permits and/or qualifications, personal and material necessary to operate ships and vessels.

12.2. The navigation zone allowed shall be that specified in the Special Terms and Conditions. The Customer may not sail in a zone other than that indicated, without the prior written authorization of CATAMARAN EXPERIENCE IBIZA.

12.3. CATAMARAN EXPERIENCE IBIZA shall appoint the person(s) responsible for controlling and operating the rented vessel, and the Customer may not assign the control or the operation of the vessel to a person other than those appointed.

12.4. The Customer must use the rented vessel for his personal leisure, only with the persons indicated in the Special Terms and Conditions. The Customer and these persons may not engage in commercial or competitive sporting or racing activities. The Customer

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may not sublet or assign the vessel in any way nor carry out commercial or lucrative operations.

12.5. The Customer undertakes to use the rented vessel with care, according to the rules of a good navigator, and with respect for the Navy and any other maritime or port authority. The Customer will be obliged to keep the rented vessel, as well as all installations existing therein, in good condition.

12.6. Any person invited by the Customer who boards the vessel must be authorized by CATAMARAN EXPERIENCE IBIZA, the Customer being obliged to supply to CATAMARAN EXPERIENCE IBIZA the data relating to the persons invited, if it so requests. A number of persons exceeding that authorized by CATAMARAN EXPERIENCE IBIZA is forbidden to board the rented vessel. The Customer shall be liable to CATAMARAN EXPERIENCE IBIZA for these persons invited and for any conduct in which they engage, the Customer being obliged to inform them of the content of the Special Terms and Conditions and of these GTC, in particular regarding the Rules of Use of the rented vessel.

12.7. The Price shall not include, the Customer being liable for, the cost of the provision of food and drinks, refueling or mooring, or extra services not requested at the time of contracting the Service such as, for example, half board, full board and fuel.

12.8. The travel route shall be jointly defined by CATAMARAN EXPERIENCE IBIZA and the Customer. The route defined may be altered at any time for justified meteorological reasons and force majeure. In such case, due to these reasons, prior notice nor consent by the Customer shall not be necessary. The latter may not claim any responsibility from CATAMARAN EXPERIENCE IBIZA due to the change of route.

12.9. The Customer must inform CATAMARAN EXPERIENCE IBIZA immediately of any

accident or loss or damage which has been suffered or may be suffered by the rented vessel.

12.10. The Customer undertakes to avoid any act or behavior which may pose a risk to persons or goods. The Customer also undertakes to avoid bringing on board illegal substances or any substance which may pose a risk to persons, the rented vessel or any other goods, or engaging in any kind of illegal activity.

12.11. CATAMARAN EXPERIENCE IBIZA is exempt from any liability for the injuries or loss and damage which the Customer may cause to third parties or to property due to the use of the rented vessel, the Customer being required to hold harmless CATAMARAN EXPERIENCE IBIZA in relation to any direct or indirect liability arising from the use of the rented vessel by the Customer.

12.12. By contracting the Service, the CUSTOMER unreservedly accepts each and all of these Rules of Use and understands that the breach thereof by the Customer may give rise to the obligation to compensate the possible loss and damage, as well as the termination of the contract by CATAMARAN EXPERIENCE IBIZA, without any right to the refund of the amount paid, Clause 11.1(d) being applicable.

13. COMPLAINTS AND CLAIMS

13.1. The Customer may lodge his complaints and claims using the complaint sheet existing in the rented vessel, delivering it at the time of use of the rented vessel to the skipper of the vessel appointed by CATAMARAN EXPERIENCE IBIZA, or at the postal address situated at Calle Ronda del Cros, 36, bajos 2ª-08303 Mataró, the email address info@catamaranibiza.com, telephone number +34 657 900 362.

13.2. The complaint document must be signed by the Customer and, where relevant,

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by the skipper of the vessel appointed by CATAMARAN EXPERIENCE IBIZA, and delivered to CATAMARAN EXPERIENCE IBIZA within a maximum period of 4 days from the end of the trip.

14. DATA PROTECTION

14.1. Any personal data which the Customer supplies in relation to the contracting and the provision of the Services shall be included in a file owned by CATAMARAN EXPERIENCE IBIZA, whose data appear above, for the following purposes:

(a) The contracting and provision of the Services under the terms and conditions provided in these GTC and in the Special Terms and Conditions agreed by the Parties.

(b) To send to the Customer commercial information relating to the products and services of CATAMARAN EXPERIENCE IBIZA in the sector of provision of sailing services, including by electronic means.

14.2. The Customer consents to the possibility of the aforementioned personal data being assigned to maritime, coastal, tax and any other authority with jurisdiction over the activity engaged in by CATAMARAN EXPERIENCE IBIZA, for the purpose of the fulfillment of the legal obligations applicable.

14.3. By sending the data and accepting these GTC, the Customer grants his consent so that CATAMARAN EXPERIENCE IBIZA may process his personal data in accordance with the purposes described.

14.4. The Customer warrants that the data provided are true, accurate and complete, and assumes responsibility for notifying any change in such data. In this respect, the Customer assumes liability for any loss or damage, direct or indirect, which may be caused to CATAMARAN EXPERIENCE IBIZA or other third parties as a consequence of the breach of such obligation.

14.5. If the Customer supplies personal data belonging to third parties, the Customer warrants that he will have supplied to them the information contained herein and that he will have their consent or, in the case of minors or incapacitated persons, of their legal representatives.

14.6. The Customer may exercise his rights of access, rectification, cancellation and opposition by writing to info@catamaranibiza.com or Ronda del Cros, 36, bajos 2ª -08303 Mataró, identifying his message as "DATA PROTECTION" and providing a copy of his national identity card or other identification document.

For further information, consult the Privacy Policy at the link [<http://www.catamaranibiza.com/legal-notice/#privacy>]

15. JURISDICTION AND GOVERNING LAW

15.1. This contract is subject to Spanish law.

15.2. In order to resolve any lawsuit regarding the interpretation or their own forum, the Parties expressly submit to the jurisdiction of the Courts of Mataró.

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