

**APPLICATION AND FIXED-TERM VESSEL BERTHING AGREEMENT OF LAW N.4256/2014**

**VESSEL'S PARTICULARS**

VESSEL'S NAME		
PREVIOUS NAME		
REGISTRATION NUMBER		PORT OF REGISTRY
FLAG/NATIONALITY		
LENGTH OVERALL	MAX BREADTH	MAX DRAFT
GROSS TONNAGE	NET TONNAGE	YEAR OF CONSTRUCTION
ENGINE HORSEPOWER		NUMBER AND TYPE OF ENGINE

**KIND AND TYPE OF VESSEL**

Motorboat	Sailing Boat	Catamaran/Trimaran	Small Boat	Boat - Caique
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**CATEGORY OF VESSEL**

PRIVATE	PROFESSIONAL	PROFESSIONAL VESSEL LICENCE NUMBER
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**NAME & ADDRESS OF THE CLIENT**

<b>DETAILS OF THE SHIP-OWNER</b>		
FIRST NAME & SURNAME- NAME OF THE COMPANY		
ADDRESS		NUMBER
CITY		P.C.
VAT No	ID No. / Passport No.	
TAX OFFICE (D.O.Y.)		
Telephone No		Fax No.
E-mail:		Mobile

<b>DETAILS OF THE LEGAL REPRESENTATIVE</b>		
FIRST NAME		SURNAME
ADDRESS		NUMBER
CITY		P.C.
VAT No	ID No. / Passport No.	
TAX OFFICE (D.O.Y.).	Tel No	Fax No.
E-mail:		Mobile

<b>DETAILS OF THE PROXY</b>		
FIRST NAME	SURNAME	
ADDRESS	NUMBER	
CITY	ZIP CODE	
VAT No	ID No. / Passport No.	
TAX OFFICE (D.O.Y.).	Tel No	Fax No.
E-mail:	Mobile	

<b>DETAILS OF THE PROCEDURAL REPRESENTATIVE</b>	
FIRST NAME	SURNAME
ADDRESS	NUMBER
CITY	P.C.
Telephone No	Mobile
E-mail:	
VAT No. /	ID No. / Passport No.
TAX OFFICE (D.O.Y.)	

<b>DETAILS OF THE CHARTERER</b>		
FIRST NAME	SURNAME	
ADDRESS	NUMBER	
CITY	ZIP CODE	
VAT No	ID No. / Passport No.	
TAX OFFICE (D.O.Y.).	Tel No	Fax No.
E-mail:	Mobile	

<b>DETAILS OF THE AGENT / BROKER</b>		
FIRST NAME & SURNAME- NAME OF THE COMPANY		
VAT No.	ID No. / Passport No.	
TAX OFFICE (D.O.Y.)	Tel No	Fax No.
E-mail:	Mobile	
POWER OF ATTORNEY / AUTHORIZATION	AGENCY AGREEMENT	

<b>DETAILS OF THE CAPTAIN</b>		
NAME - SURNAME		ADDRESS
Telephone No.	Fax No.	Mobile
E-mail	Emergency Tel No.	

**CONTACT DETAILS – IF ANY**

<sup>1</sup> It must be filled in by the foreign natural or legal person. The procedural representative must be a natural person domiciled in Greece.

NAME		SURNAME	
ADDRESS		NUMBER	
CITY		P.C.	
Telephone No	Fax No.	Mobile	
E-mail		Emergency Tel No.	

<b>DURATION-PERIOD</b>	FROM
	TO
<b>VESSEL IN TRANSIT:</b>	FROM:
	TO:
<b>RENEWAL FOR A PERIOD OF:</b>	

**DATE:**

The undersigning CLIENT request berthing of the above vessel for the requested period of time. I declare that all the above details are true and that I have been informed of the content hereof as well as of the rest of the terms of the agreement that are attached hereto and of any other document included or mentioned herein and/or in the attached terms of the agreement, and that I fully and unreservedly accept their content In no way does the receipt of the application by Alimos Marina Harbourmaster confers rights of any kind, which only arise upon its signature by its legal representative.

If the above described vessel is registered in a third country, the transfer of my data to a country outside the European Economic Area or to International Organisations may be required in order to comply with legal obligations related to the berthing of the vessel. In this case, I declare that I give my explicit consent to this.

**FOR THE CLIENT / SHIP-OWNER**
**FOR THE COMPANY**

## TERMS OF THE VESSEL BERTHING AGREEMENT

### **1. DEFINITIONS**

- 1.1 CLIENT Counterparty is: a)The shipowner and/or b)the legal representative of the shipowner or of the ship owning company in Greece and/or c)the lessee/charterer of the Vessel and/or the captain of the Vessel and or e) the person that appears and acts as the representative of the Vessel and of the shipowner and or f) the person directing the managing body of the Marina as regards the Vessel, especially as regards small scale repairs, leasing of an area inside the wintering place, payment of fees, recovery and launch etc.
- 1.2 PROCEDURAL REPRESENTATIVE is the natural person with permanent residence in Greece who is appointed by the CLIENT. It is expressly agreed that all the extrajudicial or procedural documents relating to the present agreement, including any kind of case file and court decisions or deeds that require in person action by the receiver of the service shall be serviced to the above appointed procedural representative and more specifically at the above address stated by him/her after such service is ordered by the COMPANY or its successors.
- 1.3 COMPANY is the "DEVELOPMENT OF NEW ALIMOS MARINA S.A. "which is the Administrator and Manager of the Marina of Alimos under the Concession Agreement dated 13-05-2020 and the Certificate of Delivery dated 31-12-2020 and which is legally represented for the signature hereof by its Legal Representative. Where any reference is made herein to the COMPANY, it is expressly agreed that it is represented by its Legal Representative.
- 1.4 MARINA is: the area of the Alimos Marina, which comprises the sea and land area as this is specified in the topographic plan of May 2013 prepared by the company "Marnet S.A.", which is attached to the decision of the decision No 237/5.7.2013 of the Interministerial Committee for Restructuring and Privatization (GG B/1668/5.7.2013) and accompanies the Concession Agreement dated 13/05/2020
- 1.5 VESSEL is any vessel (Private or Professional one) of Law 4256/2014. Hereby, the CLIENT declares expressly and unreservedly that the VESSEL mentioned herein, the berthing of which is requested, belongs to the above declared category and that all the details mentioned are valid and true.
- 1.6 VESSEL IN TRANSIT is the vessel, as described in the previous article 1.4, which is temporarily moored at the area of the MARINA no more than twenty (20) consecutive calendar days.
- 1.7 INVOICE is the consideration in Euro that concerns the berthing fees of the VESSEL as well as the fees for the use the facilities and services provided by the COMPANY (indicatively electricity, water supply etc.) at the area of the Alimos Marina, as this is specified by the COMPANY'S Board of Directors.
- 1.8 SPECIAL OPERATING RULES OF THE ALIMOS MARINA as was approved by the Ministerial decree No. 20069/2020 (Government Gazette 6050 / B / 31-12-2020) , as in force, of which the CLIENT clearly states that he/she has been informed and which he/she unreservedly accepts by the signature hereof.
- 1.9 BERTH is the area of the sea berthing at the MARINA (distinguished by a specific number), the use of which is leased hereby to the CLIENT.

### **2. OBJECT OF THE AGREEMENT**

- 2.1 Hereby the CLIENT requests and the COMPANY leases the berthing fees of the VESSEL as well as the fees for the use of the facilities provided by the company at the area of the MARINA for the agreed consideration (invoice). The berth is at the absolute discretion of the COMPANY.
- 2.2 The CLIENT does not acquire any ownership, possession or occupation right to the BERTH of the VESSEL and is not entitled to exchange the berth or sublease its use to any third parties or exploit it against any third parties with or without consideration. The berthing fees concern exclusively the client counterparty, the specific VESSEL for which such berthing is requested at the BERTH specified by the COMPANY inside the MARINA. The Client does not have the right to moor in the BERTH more than one VESSELS owned, possessed, occupied or used by him/her in any way. The COMPANY must make available the BERTH to the CLIENT for the berthing of the specific vessel throughout the duration of the agreement. The COMPANY may transfer the vessel to any other appropriate berth at its absolute discretion and according to the needs of the MARINA.
- 2.3 The CLIENT must pay to the COMPANY for the right to berth the VESSEL in the MARINA the specified and agreed amount in Euro per meter of the total length as this is specified in the applicable price list as well as for any service provided by the

COMPANY. The table of the berthing fees as well as the individual charges for the facilities and other services of the current year shall be posted on the offices of the Marina and on the website of the Alimos Marina ([www.alimos-marina.gr](http://www.alimos-marina.gr)). The CLIET states, by signing the present document, that he/she has been informed of the above charge tables which he/she expressly and unreservedly accepts. Any change in the above charges table shall be valid after its posting on the offices of the Marina and on the website of the Alimos Marina. It is expressly agreed that the CLIENT waives his/her right to contest, on any grounds, the applicable charges table, which he/she unreservedly accepts as fair and appropriate in relation to the provided services.

### 3. **ARRIVAL OF THE VESSEL AT THE MARINA - START OF THE AGREEMENT -OBLIGATIONS**

- 3.1 Prior to the arrival of the VESSEL at the MARINA, the CLIENT must have already submitted an application in writing regarding the availability and booking of a berth by sending an e-mail at [newalimosmarina@ellaktor.com](mailto:newalimosmarina@ellaktor.com) and ensure such availability for the berthing of the vessel.
- 3.2 The CLIENT shall bear sole responsibility for the arrival, departure, mooring, shift, berthing and in general the mooring and presence of the vessel at the area designated by the Director of the MARINA and shall be obliged to observe all the rules and terms mentioned in the General Operating Rules of Greek Marinas as well as in the Special Operating Rules of Alimos MARINA of which he/she declares that he/she has been informed and which he/she expressly and unreservedly accepts.
- 3.3 The CLIENT is obliged to present to the Director of the MARINA at the time of his/her arrival at the MARINA and at any time he/she is requested to do so all the original maritime documents of the VESSEL, the insurance contract covering all risks of the VESSEL, including the civil liability against third parties in accordance with article 10.2 of the Special Operating Rules and the provisions of Law 4256/2014, as amended and in force. In the event that the above documents are not submitted, the MARINA reserves the right to refuse the berthing of the VESSEL and to request that it is immediately removed from the area of the MARINA. It is expressly agreed hereby that all the claims of the CLIENT regarding the indemnity in the event that an insured event occurs are assigned to the COMPANY to the extent that this is necessary to cover the relevant damages caused to the COMPANY or any claims of third parties against the COMPANY that arise from damages caused by the occurrence of the above event. The CLIENT is obliged to notify the above assignment to the insurance company and communicate such notification to the COMPANY.
- 3.4 The COMPANY reserves the right to refuse berthing of a VESSEL in the cases provided for in the General Operating Rules of Greek Marinas, in the Special Operating Rules of the MARINA as well as in any other case specified in a general or special legal provision.

### 4. **GUARANTEE**

- 4.1. Upon Signing the agreement, the CLIENT is obliged to pay the following guarantee:
- 4.1.1. In case of 12 months berthing agreement
- **Private vessels** deposit fees equal to; 3 month berthing fees, power supply guaranty equal to €100,00 as well as 3 months fee for electricity and water supply.
  - **Professional vessels** deposit fees equal to; 3 months berthing fees, power supply guaranty equal to €100,00 as well as 3 months fee for electricity and water supply.
- 4.1.2. In case of 6 months berthing agreement
- **Private vessels** deposit fees equal to; 2 month berthing fees, power supply guaranty equal to €100,00, as well as 3 months fee for Electricity and water supply.
  - **Professional vessels** deposit fees equal to; 3 months berthing fees, power supply guaranty equal to €100,00 as well as 2 months fee for electricity and water supply
- 4.1.3. **VESSELS IN TRANSIT:** deposit fees equal to 25% of the total berthing fees according to the mooring days of the VESSEL in the MARINA.

4.1.4 In the event of breach of the any of the terms hereof, as well as of the terms of the General Operating Rules of Greek Marinas, in the Special Operating Rules of the Alimos Marina and in general of any provision governing the operation of marinas, the above guarantee paid shall be forfeited as a penalty clause. In this case the client is obliged to re-pay immediately to Alimos Marina the amount that equals to the guaranty.

4.2. The GUARANTEE shall be returned to the CLIENT interest free at the termination of the berthing agreement and upon the clearance and repayment of any unpaid invoices regarding the berthing fees and the rest of the provided services.

## **5. END OF BERTHING - TERMINATION**

5.1 The present agreement shall be automatically terminated at the end of the agreed period which, in any case, cannot be more than twelve (12) consecutive calendar months from the date of its signature and approval by the Legal Representative of the COMPANY and, in any case, shall end on the 31<sup>st</sup> of December of the year following its signature.

5.2 The COMPANY reserves the right to terminate the present berthing agreement in writing at any time in the event of the delayed payment of two (2) monthly invoices for berthing fees and other services as well as in the event of any other breach of any of the terms of the present agreement, of the General Operating Rules of Greek Marinas, of the Special Operating Rules of the MARINA, as in force. Such termination shall have legal effect only from the date of its legal service to the CLIENT which may be carried out in any suitable way, in particular by email or fax. In this case, it has the right to pursue remedies against the CLIENT and any other person in order to satisfy its claims, including the pursue of interim measures.

5.3 The berthing agreement may be terminated by the CLIENT only in writing and shall have legal effect only upon its legal service to the COMPANY without being entitled to any return of the amounts that he/she has already paid, except for the aforementioned guarantee paid, and provided that any outstanding amounts have been repaid.

5.4 Any termination either by the COMPANY or by the CLIENT that concerns a vessel in transit shall result in the termination of the agreement after fifteen (15) days from the service of such termination to the other party, unless the other party consents in writing that the agreement be dissolved earlier.

## **6. RENEWAL -EXTENTION**

6.1. The CLIENT is obliged to inform in writing the COMPANY of his/her intention to protract or not the mooring of the VESSEL in the area of the MARINA at least forty (40) days prior to the end of the agreed berthing period.

6.2. The COMPANY reserves the right to accept or reject the relevant application for the protraction of the period under the terms and conditions of article 3.3. hereof.

6.3. It is expressly agreed that mooring of the VESSEL after the agreed berthing period or after the termination of the agreement as specified here in at the area of the MARINA is prohibited and considered to be unapproved and shall render the CLIENT liable to the penalties provided for in the General Operating Rules of Greek Marinas as well as in the Special Operating Rules of Alimos MARINA. Mooring of the VESSEL after the termination of the agreement in no way can be regarded as a tacit renewal of the berthing agreement, without prejudice to the following paragraph.

6.4. After the end of the agreed berthing period and in case the CLIENT does not notify in writing the COMPANY in accordance with the above on the protraction or not of the mooring of the VESSEL, the CLIENT hereby expressly declares that he/she grants the COMPANY with the irrevocable authorization to unilaterally renew the present agreement for a period equal to the period initially agreed without his/her consent being required and the COMPANY may renew it, provided that the CLIENT has, at the time of termination of the agreement, fully repaid all the outstanding amounts to the COMPANY relating to the berthing fees and the fees for the other provided services, according to the applicable legal services invoices, for the next financial year. In this case, the CLIENT fully accepts the applicable service invoices for the next financial year and the Berthing Agreement shall have an evidentiary rather than an establishment effect. In any other case, the Agreement is automatically terminated in accordance with the above.

## **7. BERTHING FEES AND FEES FOR PROVIDED SERVICES**

7.1 The VESSELS berthed at the sea area of the MARINA are obliged to pay the invoices, which include the payment in

advance of the monthly berthing fess plus the applicable VAT (if required) as well as charging of the provided facilities and services (electricity, water supply etc.), as in force, within five (5) days from their date when they are issued and sent to the CLIENT by e-mail at the e-mail that he/she has stated.

7.2 The CLIENT declares that he/she has been fully informed of and unreservedly accepts the applicable invoices related to the berthing and other services and facilities fees (electricity, water supply, service material, maintenance & repair of the mooring equipment) of the MARINA, that he/she unreservedly accepts the prices written to them and that he/she is obliged to pay the applicable fees for these charges in time and properly, as they are estimated and specified in the invoices decisions and in the Special Operating Rules of the Alimos MARINA. Moreover, the CLIENT is charged with the applicable VAT for each service plus any other taxes and fees (operating, judicial or any other) with which the COMPANY will be charged in the event of non-fulfilment or improper fulfilment of his/her contractual obligations.

7.3 As regards VESSELS IN TRANSIT, the daily charge is equal to 1/30 of the monthly berthing fees of the VESSEL, according to the length of the latter, increased by 50% for each berthing day.

7.4 It is expressly agreed that in the event of the delay in the payment of the berthing fees of the VESSEL for more than (2) months, the COMPANY has the right, after notifying the CLIENT at the e-mail address that he/she has stated, to terminate the agreement and, additionally to the penalties that may be provided for in the Special Operating Rules and in the relevant provisions, to deem any further mooring of the VESSEL in the MARINA to be unapproved and, hence, have the VESSEL removed at the expense of the CLIENT and placed at a land area of the MARINA as well as be paid by the CLIENT, for each day that the VESSEL remains at the MARINA and until its final removal from it, a fair compensation equal to 1/30 of the last monthly berthing fees of the VESSEL increased by 50% as the penalty clause which is expressly agreed and accepted by the CLIENT hereby, the forfeiture of the guarantee of article 4, while the possibility of prohibition of the departure of the Vessel(s) of the debtor in accordance with the relevant provisions is not excluded.

7.5 Berthing of a VESSEL for a few hours in the MARINA shall be charged according to the applicable daily fees.

7.6 Berthing fees shall be paid in advance. Such advance payment shall concern the amount of at least one monthly berthing invoice. Payment of each invoice shall be made within the first five (5) days from the date that it is issued and sent by e-mail to the CLIENT, otherwise the latter shall be charged with the legal late payment interest. Especially for VESSELS IN TRANSIT, berthing fees shall always be fully paid in advance on the first day of the mooring while, before their departure from the MARINA, they must repay the applicable amounts for the provided facilities and services. As regards VESSELS that remain mooring for a period of more than one month, the must pay the berthing fees in advance at least on a monthly basis and in the first five days of each month. In the event of non-payment even of one invoice, the COMPANY has the right to refuse the departure of the vessel.

7.7 It is expressly agreed that in the event of late or non-timely or non-proper payment of the berthing fees, apart from the case where the penalty clause of article 7.4 is imposed, the CLIENT shall be charged with the legal late payment interest. Moreover, the COMPANY reserves any right to be further compensated for any damage or loss caused due to or in relation to the berthing of the VESSEL.

7.8 The payment of the berthing fees and of the fees for the rest of the provided services shall be in Euro in cash or by debit or credit card.

7.9 It is expressly agreed that the following persons shall be jointly and severally responsible for the repayment of the invoices: a) the shipowner, a) the representative of the shipowner or ship owning firm in Greece, c) the lessee / charterer of the VESSEL, d) the captain of the VESSEL, e) person that appears and acts as the representative of the Vessel and of the shipowner, f) the Procedural Representative and, g) the person directing the managing body of the Marina as regards the Vessel, especially as regards small scale repairs, leasing of an area inside the wintering place, payment of fees, recovery and launch etc. All the above persons must, at the time of the signature hereof, present the relevant documents, given that they bear the aforementioned responsibility, while they expressly hereby waive the benefit of discussion. Any omission of the above shall not be recognized as grounds for their release from their responsibility.

7.10 In case the CLIENT wishes to interrupt the berthing of the VESSEL, he/she must, prior to its departure either by sea or by land, repay any outstanding invoices, otherwise the COMPANY reserves the right to refuse the departure of the vessel from the MARINA, except if the CLIENT recognizes and settles his/her debt in accordance with the applicable decisions of the Board of Directors regarding the settlement of the debts owed to the MARINA.

## **8. DISCLAIMER**

8.1. It is expressly agreed that the COMPANY bears no responsibility for any personal injuries that the CLIENT or his/her staff, the members of the crew, the passengers or the visitors of the VESSEL may suffer, nor for any damage or loss of the

VESSEL or of its fixtures and attached structures or of the property of the above persons both on the VESSEL and at the area (land or sea) of the MARINA, including cars or other vehicles, as a result of any factor and especially in cases of force majeure except if caused by intention. The CLIENT shall bear sole responsibility for the above.

- 8.2. It is expressly agreed that the CLIENT, who must have his/her vehicle incurred for civil liability against third parties inside the area of the MARINA, shall be responsible for any damage that may be caused to any other VESSEL or facility in the MARINA in the entrance and departure of the VESSEL as well as during its mooring in the MARINA.
- 8.3. Any kind of repair or maintenance works inside the area (land and sea) of the MARINA as well as the stay of any person in the wintering area of the vessels are expressly prohibited. Only cleaning, washing and polishing works of the VESSEL can be carried out in the BERTH and always using ecological materials and solely by the CLIENT or the permanent crew of the vessel (according to the shipping register). Of the above works, only the ones that do not pollute the environment of the MARINA (land and sea) can be carried out while fire is expressly prohibited in any way. In the event of breach in any way of the above prohibition, the COMPANY shall bear no responsibility.
- 8.4. If during the berthing agreement the VESSEL needs any maintenance or repair or placement (launching/recovery) services or the CLIENT needs to place the VESSEL on land for wintering, he/she shall submit the relevant application in writing to Alimos Marina and he/she shall be charged in accordance with the applicable price list published on the website of Alimos Marina ([www.alimos-marina.gr](http://www.alimos-marina.gr)) through providers of the relevant service that the COMPANY will indicate to the CLIENT. In this case, the effect hereof shall not be suspended, and the CLIENT shall be obliged to pay the fees and in general the Tariffs additionally to the payment of the fees provided for in the aforementioned agreement. The CLIENT expressly and unreservedly accepts that the COMPANY bears no responsibility in case of damage to the transferred VESSEL during its launching/recovery and / or transport to / from the wintering place and / or its arrival / departure to / from a wintering place by the provider of the above services or of any other service that has been agreed between the CLIENT and the service provider. The provider of the above services is solely and exclusively responsible for any damage or injury to things or people, or for any accident, fatal or not that may occur, if the above are caused by any action or omission of its personnel or equipment during the execution of its operations, or as a consequence the consequence of defects of such equipment, and shall have exclusive criminal and civil liability against any third party, and, hence, the COMPANY is at no fault for any of the above.

## **9. OBLIGATIONS OF THE CLIENT**

- 9.1. The CLIENT is obliged to notify immediately and in writing the COMPANY of any change in the aforementioned details of the representatives and their contact details. It is expressly agreed and accepted by the parties, that the general communication with the CLIENT and the invoices shall be sent to the e-mail stated by the CLIENT, and in this way it shall be presumed that he/she has been informed of the issue of the relevant invoices. The CLIENT waives hereby any relevant right to raise an objection, since he/she bears sole responsibility to communicate his valid e-mail.
- 9.2. The CLIENT and his staff (captain, crew, passengers etc.) shall bear sole responsibility for the arrival, departure, mooring, shifting, berthing and in general the presence of the Vessel at the area designated by the COMPANY and they shall be obliged to observe all the rules and terms specified in the General Operating Rules of Greek Marinas as well as in the Special Operating Rules of Alimos MARINA of which they declare that they have been informed and which they expressly and unreservedly accept.
- 9.3. The CLIENT is obliged to present to the COMPANY at the time of his/her arrival at the MARINA and at any time he/she is requested to do so all the original maritime documents of the VESSEL, the insurance contract covering all risks of the VESSEL (including the civil liability against third parties) as well as all the documents of the shipowner, in particular the ID Card/Passport, the minutes of the competent bodies for legal persons as well as any other certificate or declaration or authorization that the COMPANY may request in order to check them. Moreover, the CLIENT is obliged to submit and present all the original or legally certified copies of any document, certificate, minutes that concern the Shipowner, his/her representative in Greece as well as any other relevant documents or solemn declarations of the representative or the agent.
- 9.4. In case the CLIENT is a foreign natural or legal person, he/she must appoint a procedural representative in Greece for all the communication required by law.
- 9.5. The person signing the present agreement is presumed to be the legal representative of the CLIENT and is jointly



and severely responsible and liable against the Company for any affair (technical, financial) relating to the mooring of the Vessel in the MARINA.

- 9.6. The CLIENT is obliged to notify in written the Company of any change in the ownership of the VESSEL. In the event that on the date of sale of the berthed VESSEL, the seller has outstanding payments to the COMPANY, the buyer becomes jointly and severally liable to it for such payments.
- 9.7. If on the date of sale of the moored vessel, the Seller has outstanding amounts towards the Company, then the buyer becomes jointly and severally liable for the amount due.
- 9.8. The CLIENT undertakes the obligation to move the Boat immediately and in accordance with the instructions of the COMPANY, in accordance with the provisions of both the General Operating Rules of Greek Marinas (GG 1323 B/2003) as well as the Special Operating Rules of Alimos MARINA.
- 9.9. In case of total or partial or immediate risk of the VESSEL to be sunk or damaged inside the MARINA, the CLIENT hereby irrevocably grants the right to the Company to transfer, by its own means and at the expense of the CLIENT, the VESSEL to a suitable place selected by the COMPANY, inside or outside the MARINA. It goes without saying that, as for the rest, the provisions of the Law on Shipwrecks shall apply.
- 9.10. The CLIENT has the right to check in cooperation with the shift electrician, at each arrival or departure, his/her electric power and water meter. Otherwise, it is deemed that he/she accepts the charge without any objection. The CLIENT is not allowed to carry out any operations in the switchboard. The CLIENT will inform the director and the shift technician will be informed and will react within 30 minutes for any problem that may arise in the electricity or water supply to the CLIENT. The COMPANY does not bear any responsibility for the quality of the internal electrical installation of the VESSEL as well as for the protection and grounding measures of the installation that the CUSTOMER applies.

## **10. OTHER TERMS**

- 10.1 The berthing right is not personal but concerns solely the berthing of the specific VESSEL described above and for which this agreement is signed and shall be in effect for the period agreed hereby, provided that the VESSEL is owned by the above shipowner-CLIENT.
- 10.2 The COMPANY has the right, according to the Special Operating Rules of the Alimos Marina, to temporarily lease the BERTH of the CLIENT when his/her vessel is absent to a VESSEL IN TRANSIT. The CLIENT does not have the right to claim a reduction in the berthing fees or an offsetting of any outstanding claims against debt nor any other compensation arising from such lease.
- 10.3 In the event of termination of the berthing agreement, additionally to the rest of the penalties provided herein or in the Special Operating Rules of Alimos Marina, the CLIENT must pay the berthing fees of the VESSEL in accordance with the applicable price list until the final removal of the VESSEL from the facilities of the MARINA. The CLIENT expressly waives any rights to challenge this term, since the above declaration falls within his/her responsibilities and the protection of his/her interests. The CLIENT, in the event of the final removal of the VESSEL from the facilities of the MARINA, either earlier or at the end of the contractual period of time, is obliged to notify such event to the COMPANY in writing and in time, otherwise the COMPANY is obliged to continue charging the CLIENT for the outstanding berthing fees until the contractual termination of the berthing or until the date it receives the above notification.
- 10.4 The COMPANY is not obliged to notify the CUSTOMER for the payment of the berthing fees and fees for other services agreed on certain dates.
- 10.5 This agreement is complete and constitutes the sole agreement between the COMPANY and the CLIENT and supersedes any other prior written or oral agreement or communication between the CLIENT and the COMPANY or its licensors.
- 10.6 The non-exercise or partial exercise by the COMPANY of any of its rights arising from the present agreement signed between it and the CUSTOMER shall not be considered as a waiver of this right nor does it preclude its exercise in the future.
- 10.7 The COMPANY is entitled to assign any of its rights and any of its claims against the CUSTOMER arising here from or to pledge such claims to any other natural or legal person, governed by private or public law, without the prior

written consent of the CLIENT.

10.8 In order to execute its agreements with its counterparties, the COMPANY maintains and processes a file with their data. The CLIENT states hereby that he/she has been informed of the use and processing of his/her personal data by the COMPANY and fully accepts such use and processing (Annex A).

10.9 THE CLIENT expressly acknowledges that he/she has been fully informed of the Code of Ethics of the Ethics and Regulatory Compliance Program as well as of the Policy against Corruption of the Group to which the COMPANY belongs dated 18/10/2021, as these are posted and published on: <https://ellaktor.com/epitropi-kanonistikis-svmorfosis-kai-viosimis-anaptvxis/kanonistiki-svmorfosi/>, <https://ellaktor.com/epitropi-kanonistikis-svmorfosis-kai-viosimis-anaptvxis/kodikas-deontologias/> and <https://ellaktor.com/epitropi-kanonistikis-svmorfosis-kai-viosimis-anaptvxis/politiki-kata-tis-dorodokias/> respectively, namely the rules, procedures and compliance policies that govern the operation of the COMPANY as well as its transactional relations with any third party, and he/she fully accepts them, while he/she clearly and unreservedly states that he/she has not been involved and will not be involved in any deceit and/or bribery and/or corruption incidents (eg money laundering, etc.), as well as that he/she will comply, strictly and throughout the period of the agreement, with the rules and principles of transparency and the applicable laws and regulations, in accordance with relevant national and international anti-corruption legislation (Law 2656/1998, Law 4320/2015, Law 4557/2018, Foreign Corrupt Practices Act-FCPA, UK Bribery Act 2010 etc., as in force), observing the principles of good faith and fair dealing. In the event that it is in any way found (eg report, complaint from a public authority) that the CLIENT does not observe the above obligations for transparent and completely legal transactional behaviour or action, the COMPANY shall be able to automatically terminate the present agreement.

10.10 The CLIENT expressly and unreservedly states that he/she has been fully informed of the provisions of the Special Operating Rules of the MARINA, which is an integral part hereof as well as the General Operating Rules of Greek Marinas.

10.11 All the terms hereof are deemed to be substantive and the violation of any of them shall constitute a cause for termination of the Vessel Berthing Agreement.

10.12 It is expressly agreed that all the notifications, including the invoices, between the COMPANY and the CLIENT shall be validly sent at the e-mails stated above.

10.13 In case of discrepancy between the Greek and the foreign language text, the Greek text shall prevail.

## **11. APPLICABLE LAW - JURISPRUDENCE**

The Maritime Department of the Court of First Instance of Piraeus competent for the resolution of any dispute that may arise between the CLIENT and the COMPANY here from or from any other reason related to the mooring of the VESSEL as regards cases within the jurisdiction of the Court of First Instance, while the District Court of Athens shall be competent for cases within the jurisdiction of the District Court. Any dispute between the parties concerning the interpretation or application of the terms

DATE

Having been fully informed of the content hereof and of any other document included or referenced herein, I fully and unreservedly accept their content.

**FOR THE COMPANY**

**THE CLIENT**

**THE PROCEDURAL REPRESENTATIVE/THE GUARANTOR**

INFORMATION ON THE PROCESSING

OF THE PERSONAL DATA

*(WITHIN THE CONTEXT OF THE CONCLUSION OF THE BERTHING AGREEMENT)*

In the framework of the General Data Protection Regulation 2016/679 (GDPR), which has been in force since 25 May 2018 and is obligatorily applied in all the countries of the European Union and which establishes the rules for the protection of individuals from the processing of their personal data, as well as in the framework of Law 4624/2019, as in force, our Company is obliged to inform the natural persons (data subjects), whose data we process, on the processing of their data and on their rights.

The “DEVELOPMENT OF NEW ALIMOS MARINA S.A.” processes the personal data of its customers, suppliers, contractors and partners in general and in the case of legal entities, the personal data of their representatives in the context and for the purpose of the execution of the berthing contract. This is identification and communication data as well as data provided for in the tax legislation, the General Port Rules, the Special Operating Rules of Alimos Marina, and the general legislation on marinas (indicatively Law 2160 / 1993 as in force and 4926/2022).

The “DEVELOPMENT OF NEW ALIMOS MARINA S.A.” undertakes to retain the above data in accordance with the provisions of the General Data Protection Regulation 2016/679 and Law 4624/2019, and to take all the necessary technical and organizational measures for the safe processing of this data. It ensures the appropriate level of data security against risks, such as destruction, loss, alteration, unauthorized disclosure / access, unauthorized reading - copying, modification or erasure of personal data, in order to ensure the confidentiality, integrity, security, availability and reliability of the processing systems and services on an ongoing basis.

We do not process the above data for purposes other than the execution of the Berthing Agreement, and we process only the personal data that is necessary for the purpose of each processing, which always takes place legally and in accordance with the spirit and terms of the General Regulation, of Law 4624/2019 and of the current legislation.

The data is kept for the period that is required for the execution of the agreement, which may have been concluded on paper or in electronic form, and for responding to any legal claims that may arise from it and which lapse according to the current legislation, which differs depending on the legal nature of the relationship.

In case of absence of such a decision, we ensure the security of transmission and processing of your data through the transmission tools provided in article 46 of the GDPR

Your data is accessible only to the specially authorized persons of the Company who, in the performance of their duties, are bound by an obligation of confidentiality. The Company takes all the necessary technical and organizational measures for the safe processing of your data.

As data subjects you have, under certain conditions, the right to access and receive your recorded data in a structured, commonly used and machine-readable format (portability right); the right of rectification if your data is inaccurate, the right to erase your personal data, unless it must be retained in accordance with the law, the right to restrict processing, the right to object at any time to the processing of your personal data, including processing for the purpose of profiling, and in general all the rights provided for in Chapter III of the General Regulation.

For the exercise of the above rights as well as for any other information or questions regarding the processing of your personal data, you may contact the Data Protection Officer (DPO) of the company "DEVELOPMENT OF NEW ALIMOS MARINA S.A." at the e-mail address: [dpo-alimosmarina@ellaktor.com](mailto:dpo-alimosmarina@ellaktor.com)

If you exercise any of the above rights, the "DEVELOPMENT OF NEW ALIMOS MARINA S.A." will take every possible measure to satisfy your request within thirty (30) days of receiving it, during which you will be informed of its progress. These rights are exercised free of charge, unless they are repeated frequently and their amount results in administrative costs for us, in which case you will be charged the relevant costs.

You also have the right to appeal to the Data Protection Authority if you consider that after exercising your rights, have not been satisfied.