

Internal Regulations

In general:

1° The Mercator Marina at Ostend is managed and operated by CVBA Mercator Marina (concessionaire). The powers of the board of directors in this respect include:

- a. the establishment of the rules with regard to the letting of the totality or parts of the marina or the granting of its use in any other manner;
- b. the designation of the persons to whom the marina or parts of the marina is let or to whom its use is granted in any other manner;
- c. the establishment of the prices.

2° These regulations apply to all contracts relating to the letting or renting of berths for vessels. A copy of these regulations must be present on board each vessel.

1 Entering and leaving the locks:

1.1 In order to be granted access to the locks, all inbound and outbound yachts have the obligation to report to the harbour master, preferably at VHF channel 14. This also applies to all movements inside the port. Only the yachts which have reported can be granted access to the locks. This applies to both inbound and outbound yachts.

1.2 While in the lock yachts must remain stand-by on channel 14. All communication takes place through this channel.

1.3. The harbour master notes down the name of the yacht and enquires about its length and width, which must correspond to the indications on the certificate of registry. The harbour master gives the yacht a lockage time. The harbour master will also indicate the order of movement.

1.4 It is in no case allowed to pass the vessel ahead of you or to pass the "red" light, unless the harbour master decides otherwise.

1.5 Vessels that are not in time for their lockage are added to the list of the next lockage provided that this list is not yet complete.

1.6 The marina is accessible in accordance with the seasonal schedule provided to each boat owner. This schedule is also posted at the lock building and is published through the web site www.mercatormarina.be. A limited lockage schedule may be applicable if the water level in the docks is critical, at neap tide, if works are being carried out and/or in case of storm.

1.7 During the lockage the boat owner remains at all times responsible for the adjustment of the lines.

1.8. A waiting pontoon is available on the sea side of the lock. The use of the outer side of this waiting pontoon is free of charge for yachts coming from the sea which benefit from a reduced rate and which will be making use of the next scheduled lockage. In all other cases dock dues at the daily rate are payable to the harbour master.

1.9. The above-mentioned rules for entering and leaving the lock are to be strictly observed at all times. If they are not observed, a report is drawn up, which is delivered to the owner concerned, who can formulate his remarks within 14 days. After this period of time the Board of Directors is entitled to cancel the contract or deny the owner access to the lock during a period ranging from 7 days to 8 months. In case of cancellation paid dock dues are not reimbursed (compensation), whereas unpaid dock dues for the period concerned may be collected.

2 Berths:

- 2.1 Applications for berths at a reduced rate are dealt with by the Board of Directors.
- 2.2 Only the harbour master has the authority to assign the berths. Consequently, the instructions of the harbour master must be strictly followed.
- 2.3 It is not possible to change berths without the explicit permission of the harbour master.
- 2.4 A yacht cannot claim a specific berth. A berth is always assigned to the vessel, not to the owner. It must be possible to move all yachts upon request, e.g. in case of repair works or events in the Mercator dock. If a yacht is not moved by the requested date, Mercator Marina is entitled to move the yacht at the expense and risk of the owner.
- 2.5 The yachts must be moored at the mooring rings and bollards provided for that purpose by means of hawsers that are in perfect condition and that have a diameter adjusted to the vessel. If a situation occurs that implies a risk of damage to third parties the harbour master can take appropriate measures. The costs will be recovered from the owner.
- 2.6 The yachts must be equipped with a sufficient number of fenders that are in perfect condition and have the appropriate dimensions. Car and other tyres are forbidden.
- 2.7 Owners of yachts leaving the port for several days must inform the harbour master of the dates of departure and arrival. The berths that have thus become available can be temporarily assigned to visitors by the concessionaire, without giving rise to a refund of part of the dock dues.
- 2.8 Every application for a reduced rate will be accompanied by a copy of a valid certificate of registry, the internal regulations signed for approval, a recent photograph of the yacht, a copy of the identity card and a copy of the insurance policy covering the third-party liability. If the owner of the vessel is a legal entity, a copy of the articles of association and a copy of the identity cards of the directors or managers must also be submitted.
- 2.9 If a yacht is sold all rights of the previous owner lapse, with the exception of the non-recurrent access fee, which is charged on a personal basis. The new owner can file an application for a reduced rate. The seller informs the prospective buyer of this possibility. When a yacht is sold the harbour master must be informed within 3 days after the sale of the name, the address and the telephone number of the new owner.

3 Liability and insurance:

- 3.1 The owners of the vessels must insure their third-party liability for damage caused to third parties (including damage to the installations of the concessionaire). Neither the concessionaire nor his employees can be held liable for accidents, damage or theft. All owners waive the right of recourse against the concessionaire for any damage whatsoever. His insurer is informed of this waiver and it must be mentioned in the insurance policy. A copy of the policy must be added to the application for a berth.
- 3.2 Each owner has to verify, on his own responsibility, whether his yacht is moored appropriately.

4 Installations of the marina

4.1 Power supply and water

4.1.1. An individual power point with counter is assigned by the harbour master.

4.1.2. The rate for electricity consumption is the following:

- For visiting yachts: a fixed rate included in the daily price.
- For all yachts enjoying a reduced rate: the actual consumption (KWh) multiplied by the applicable price per KWh.
- A deposit on the price for electricity consumption will be charged together with the dock dues.
- If the owner of the yacht does not want to consume electricity he must sign a written statement in the harbour office in advance.

4.1.3. Water is only available for household use and necessary minor maintenance works. Prolonged hosing down of cooling of decks and failure to disconnect water supply is strictly forbidden. Yacht owners who do not observe these instructions will have to remove their yacht from the docks immediately and will be denied future access to the harbour complex.

4.1.4. The water is not fit for drinking.

4.1.5. The rates for electricity and water consumption are posted in the lock building.

4.2 Sanitary facilities

4.2.1 The toilets, showers and washbasins in the sanitary block on the Kapellebrug are at the disposal of the yachtsmen. If the lavatory attendant is not present, access to the sanitary blocks is obtained via a code, which can be obtained in the lock building.

4.2.2 The sanitary block must be left undamaged and completely clean. If the user finds that the installations are damaged before he uses them, he must report the damage to the harbour master.

4.2.3 The installations can under no pretext be used for any purpose other than that for which they were created.

4.2.4. The price payable to have access to the sanitary part of the building is € 0.35; access is free outside opening hours; shower tokens can be purchased in the harbour master's office at a price of € 0.75.

4.3 Hygienic regulations

4.3.1 Yachtsmen have the obligation to deposit their - sorted - household waste in the containers in the sanitary building on the Kapellebrug.

4.3.2 No household or other waste can be deposited on the pontoons or thrown in the docks. It is also forbidden to discharge waste oil or dirty water.

4.3.3 Carrying out maintenance and paintwork on the outside of the yachts is explicitly forbidden, so as to protect the pontoons from dirt or damage. For the same reason the pontoons must be wet and covered with a tarpaulin whenever fuel is supplied.

4.3.4 It is strictly forbidden to disassemble engines. This must be done at a yacht wharf.

4.3.5 Yachts having pets on board will have to leave the port immediately and permanently if these pets are found to soil the installations.

4.3.6 It is forbidden to discharge bilge water and waste water from toilets into the dock.

4.3.7 Rinsing and emptying toilets in the docks is forbidden.

4.4 Prohibitions

4.4.1. Peace and order in the marina cannot be disrupted and other users of the marina cannot be offended in any way through specific conduct or actions.

4.4.2. It is forbidden to use the pontoons and finger piers as playgrounds.

4.4.3. It is forbidden to go boating, swimming, angling or to practice any other aquatic sports in the docks which may obstruct normal navigation.

4.4.4. It is forbidden to refuel without having informed the harbour master of the name of the company responsible for the refuelling and of the time at which the refuelling will take place.

4.4.5. It is not allowed to use generators between 6.00 pm and 8.00 am, nor to use radios, TVs and/or other devices producing sound in such a manner that they can be heard outside the vessel.

4.4.6. It is not allowed to navigate at such a speed that a surge is created which may hamper other users.

4.4.7. The pontoons must be optimally accessible, which means that nothing can be left on them (ropes, hoses, bicycles,...)

4.4.8. The Mercator Marina is private property, only accessible to yacht owners and their guests. The marina is destined for recreational use. Persons who display inappropriate conduct can be removed from the property.

5 Dock dues and other harbour dues:

In general: All tenants have to apply in writing for a berth for a period of one year or summer season at the latest on 15 February of each year, by means of the application form provided for that purpose, accompanied by the required additional documents (cf. item 2.8). If the tenants have not received a registered letter from the concessionaire by 15 March of the same year, stating that they do not qualify for a berth, the new rental agreement for 1 year (one year) is created and all provisions of these internal regulations are entirely applicable to that agreement. All applications for a berth for a winter season have to be filed before 1 September. Applications for a berth for the period of one year will be granted priority over applications for a summer or winter season.

5.1 A reduced rate is granted for a period of one year (from 15/04 to 14/04), for one summer season (from 15/4 to 14/10)), for one winter season (from 15/10 to 14/04) or for one month. If the tenant has not cleared his berth on the final date of the period the reduced rate is no longer applicable and the daily rate is charged.

5.2. New users who want to benefit from a reduced rate must pay an access fee once. This access fee varies according to the dimensions of the vessel.

5.3. All reduced rates (year, season, month) must be paid in advance (cash and without discount within eight days after the date of the invoice).

5.4. The tenant has to pay the entire amount, even if he does not use the berth and the concessionaire rents it out temporarily to another person. If the dock dues and other amounts due are not paid on the due date, the tenant is assumed to be in default, without any reminder being required. The amount of any invoice that has remained unpaid on its due date will be increased, automatically and without a formal notice of default being required, with a fixed compensation of 15%, with a minimum of 250 euro. Furthermore, any invoice that has remained unpaid on its due date will yield, automatically and without a formal notice of default being required, contractual interests at a rate of 1% per month from the due date until the date of actual and complete payment. In addition, the Board of Directors can decide to suspend the reduced rate. After two reminders were sent (after 1 months and after 2 months respectively) and upon expiry of the third month from the date of the invoice, non-payment may lead to the fact that the rent of a berth is not renewed, that a prejudgment attachment is practiced on the yacht in the Mercator Marina, or that the debt is collected by court order and the yacht is attached in execution. The concessionaire is also entitled to keep the vessel of the tenant who fails to pay under his control until the latter pays the rental price and the

amounts of the invoices issued during the period in which the right of retention is exercised, increased by interests and costs. In this case, the courts of the legal district of Ostend have jurisdiction.

5.5. Owners of yachts visiting the marina on the basis of the daily rate have to pay the outstanding invoices at the latest one hour before leaving the lock complex. In no case can invoices be paid during lockage. The daily rate is charged per day, starting from 12.00 noon.

5.6. For lifeboats, dinghies and other boats launched in the docks and entering and leaving the locks, the rates for yachts are applied.

5.7. If the payable amount for electricity consumption of € 250.00 is exceeded, an interim invoice will be issued.

5.8. The internal regulations as well as the rates and prices can be reviewed in the course of the year. All changes are communicated one month in advance.

5.9. All rates are posted in the lock building.

6 General regulations:

6.1 All laws in force, including maritime laws (e.g. on licences, registration, certificate of registry, etc.) are applicable to all vessels entering the marina. The owners and crew members of the vessels must at all times follow the instructions of the harbour master.

6.2. The owner or user and all crew members of the vessel must be medically fit to practice the aquatic sport.

6.3. In case of violation of this rule the owner or user of the vessel will be ordered to leave the docks and the vessel is denied access permanently.

6.4. Persons leaving the marina on board a borrowed vessel must produce a power of attorney signed by the owner as well as their identity card.

7 Disputes

7.1. If any person feels that his interests are harmed by a decision of the harbour master or his employees, he can raise an objection with the Board of Directors within one month after having been informed of this decision.

7.2. In case not provided for in these regulations, the Board of Directors takes the final decision.

These regulations take effect on 15 February 2005. Ostend, 15 January 2005.

The undersigned, name or company name :

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First name :

Place of residence or registered office :

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Represented by (in case of a company) :

declares having been informed of the above internal regulations and hereby initials and signs these regulations "read and approve". He/she declares having received one unsigned copy and undertakes to strictly observe the internal regulations.

Done at Ostend, on

"read and approved"

Date and signature



Annexes:

1. copy of valid certificate of registry.
2. internal regulations signed "read and approved".
3. recent photograph of the yacht.
4. copy of identity card.
5. identity card of directors or managers + copy of the articles of association of the company (appointment of director or manager) - power of attorney
6. copy of insurance policy for third-party liability insurance for the vessel, with waiver of recourse against CVBA MERCATOR MARINA.