



BILLING FORM 2016

We hereby non exclusively appoint Parsifal Yachting S.A. as agent of the below yacht:

1. Yacht Details

Name

Yacht Type Registry type: Commercial Pleasure Passenger Training

Flag Code Port of registry

Registration No. IMO Registration Year IMO No.

LoA / m. Registered Length, m. Max Beam / m.

Exact Draft / m. Air Draft / m. GRT

2. Details of Registered Owner

Name

Full address

3. Yacht Contact Details

Name of Captain Email

Primary contact type Contact number

4. Person or Entity Liable for Payment of Agency services (If Different from Registered Owner)

Name Contact Name

Full address

Telephone No Email

5. Method of Payment

Preferred method

6. Period of Payment

If payment is not received within 30 running days from the date of receipt of the relevant invoice, I authorize you to charge any amounts due (plus credit card costs) to the following credit card:

Type of Credit Card Card Holder

Card Number Expiration Date Month Year

7. Period of Appointment

The Billing form is valid only within the year 2015 for any port call, where the above yacht subsequently chooses to appoint Parsifal Yachting as agent.

8. Terms and Conditions

The agency services to be provided are subject to the Terms and Conditions (T&C) attached here to / overleaf and I here-by declare that by signing and sending this form I have read, agreed with and unconditionally accepted the T&C.

1. Applicability

1.1. The following Terms and Conditions ("T&C") apply to the agency services (the "Services") rendered by Parsifal Yachting.

2. Services

2.1. Parsifal Yachting shall act exclusively as an agent of the Clients. The Services rendered by Parsifal Yachting are rendered subject to these T&C and are limited to the mediation for provision of certain products / goods, such as supplies, spare parts, stores, victuals etc., and performance of services, such as arranging for customs / port formalities, cash to master/ APA etc., specifically requested by the Clients. All orders to be made by Parsifal Yachting for the supply of goods and/or render of services to the Clients shall be made exclusively for and on behalf of the Clients to which the said goods and/or services relate. Parsifal Yachting shall not be directly liable to pay any debts due to suppliers nor are they responsible for the negligence or default of such suppliers.

2.2. Parsifal Yachting is authorized to delegate sub-agents and sub-contractors to perform the Services on behalf of the Clients but cannot be held liable for any breach of contract or negligence by a sub-agent even if appointed by Parsifal Yachting.

2.3. If in the scope of Services, Parsifal Yachting mediates for the provision of any products / goods etc. to the Clients, Parsifal Yachting assumes no liability as to the quality or fitness for purpose of the products / goods supplied to the Clients. If in the scope of Services, Parsifal Yachting mediates for the supply of fuel to the Clients, the terms and conditions set by the seller / physical supplier shall apply thereof. The terms of the Physical Supplier are available upon request, failure to request the terms & conditions of the physical supplier shall be taken as confirmation by the Client that it is aware of and accepts the terms & conditions of the physical supplier.

2.4. It is the duty of the Clients to provide properly and timely all necessary instructions and relevant information to enable Parsifal Yachting to carry out the Services in a proper way. Any person / entity giving instructions / information to Parsifal Yachting on behalf of the Clients, either in writing or verbally, warrants that he/it so authorised. The Clients undertake to give only such instructions as are in conformity with the laws, regulations and rules in force at the place where the Services are rendered. Parsifal Yachting shall not be bound to follow instructions that are not legal. In the case that adequate information or instructions is/are missing, and where there is no time to obtain further instructions, the Clients must accept the acts and measures Parsifal Yachting deem necessary to take for the proper performance of the Services.

3. Payment Terms

3.1. The Clients shall be liable to pay any and all amounts due to Parsifal Yachting as per the relevant invoices, timely and without any deduction, withholding, or set-off. The invoices shall be either sent via email to the email address designated by the Clients, with acknowledgment receipt, or delivered to the master of the yacht. Unless any objection is promptly raised in writing within 7 running days from the receipt of any invoice, the content thereof (including, but not limited to, the amount charged), shall be considered as fully and unconditionally accepted.

3.2. Unless otherwise agreed, any invoice is payable within 30 running days from the date of receipt. Payment should be made in cash, or by credit/debit card, or bank transfer to the bank account indicated in the invoice or the following bank account:

HOLDER: Parsifal Yachting SA
BANK: Hellenic Bank
IBAN: CY19 0050 0190 0001 9001 7146 5701
SWIFT: HEBACY2N
CURRENCY: EUR

3.3. Parsifal Yachting reserves the right to **charge interest 5% per year** on invoices outstanding more than 30 calendar days from the date of receipt.

3.4. Any special billing requirements (multiple invoices, invoices to third parties etc.) have to be addressed to Parsifal Yachting timely and in any case prior to the issuance of any invoice. It is in the discretion of Parsifal Yachting to accommodate such requests.

4. Liability

4.1. Parsifal Yachting shall not be liable to the Clients for any indirect or consequential damage including but not limited to any loss of profit or other economic losses, caused by any breach of duty or negligence on its part except loss which is directly caused by this breach. Parsifal Yachting shall not be liable to the Clients for any failure to perform or delay in performing the Services to the extent that this failure or delay is caused by circumstances beyond Parsifal Yachting's reasonable control.

4.2. Parsifal Yachting's liability in respect of any negligent act, error or omission shall in no event exceed more than two (2) times the agency fees payable by the Clients and maximum € 5.000 per incident. The fees payable shall be deemed earned in any event.

4.3. A claim against Parsifal Yachting must be presented without delay. Any claim becomes time barred if presented later than three (3) months after the incident has incurred. Legal action must be taken not later than twelve (12) months otherwise the claim will be forfeited.

5. Confidentiality

5.1. All information, identified as confidential by Parsifal Yachting or the Clients, shall be kept strictly private and confidential, except if it is required by law or by any competent Court such information to be disclosed.

6. Law & Jurisdiction

6.1. The contract of agency and/or the Services rendered by Parsifal Yachting and/or the content of any invoice issued, are governed by and construed in accordance with Greek law and any dispute arising out of or in connection there with shall be referred to the competent courts of the legal seat of Parsifal Yachting SA. The submission to this jurisdiction shall not limit the right of Parsifal Yachting to bring any legal action or proceedings in any other jurisdiction.

7. Miscellaneous

7.1. Failure by Parsifal Yachting to exercise or delay in exercising any right or remedy under these T&C shall not constitute a waiver of its rights or remedies. The rights and remedies provided herein do not exclude any rights and remedies provided by law;

7.2. In the event that any term or provision of these T&C is rendered or declared illegal, invalid or unenforceable in whole or in part, then the validity of all other provisions shall not be affected.

I, the undersigned, hereby declare that I am fully authorised to legally represent the Registered Owner of the above yacht.

Signature & Stamp

Name

Date