

GENERAL TERMS AND CONDITIONS FOR BOAT RENTAL, WITH OR WITHOUT QUALIFICATIONS

1st) The lessor agrees to rent out the vessel, the subject of the rental, and the lessee agrees to rent it in good faith. Both agree to do so in good faith.

2nd) If the lessee gives any false information, or in any way deceives the lessor, in any detail of the applicable contract, the contract will be cancelled with immediate effect, with the lessee forfeiting any amount paid.

3rd) The current contract will not be valid until the lessor has received payment of the agreed reservation fee and only if this has been made prior to the date specified in this document.

4th) Before the vessel is handed over to the lessee, the lessor must have received the complete agreed fee, as well as the corresponding deposit. Payment may be made in cash or by Visa card.

5th) In the event that the lessee, for any reason, cancels this contract, the lessor must be paid the following percentages of the initially agreed "Contract total": More than 15 days before the start date of the lease: 0%. Less than 15 days before the start date: 100%.

The lessor will proceed without delay to return the payment received subtracting the aforementioned percentages.

6th) The lessor commits to delivering the vessel cleaned and in perfect working order, at the agreed place, date, and time.

In the event that, due to force majeure, which may include malfunction of the boat, it is not possible to deliver the hired vessel, the lessor commits to informing the lessee immediately. Furthermore, the lessor commits to, by all possible means in solving the problem and/or to try to find another rental vessel in the same or a higher category. If the agreed conditions cannot be fulfilled, the lessor shall pay the lessee, by way of compensation, 10% of the received amount from the lessee as well as returning the amount already paid. The lessee thereby agrees not to make any further claims.

7th) At the handover of the vessel, the lessor will present a detailed inventory showing what the lessee is taking possession of and the lessee shall agree to the inventory or state any objections. The lessee will also be handed the general and specific conditions of the vessel's insurance policy.

8th) The lessee will use and care for the rented vessel and all its supplementary equipment adhering to rules of good seamanship and will make every endeavour to ensure no damage is done to the boat as well as making every effort to prevent losses, accidents, or breakdowns of the vessel.

9th) In the event of an accident or breakdown, the lessee must contact the lessor by telephone as soon as possible. In the event of not being able to contact the lessor and immediate action is required, the lessee shall do what the rules of good seamanship recommends at the time, always bearing the safety of the persons in their charge and the vessel in mind.

If the situation is not the result of the misuse of the vessel by the lessee and a solution cannot be affected within a short period of time, the lessor shall return the proportionate part of the rental fee to the lessee, with the lessee not being able to make any further claims for damages. However, the lessor will take all possible steps to find another boat so that the lessee is able to continue their day's sailing.

10th) The insurance company MAPFRE ESPANA COMPANIA DE SEGUROS Y REASEGUROS S.A. is the supplier of the insurance for the vessel. The insurance covers accidents incurred to the vessel itself and its permitted number of occupants as well as civil liability, as set out in the general and specific conditions of the policy.

11th) In the event of an accident and in the event that for any reason the insurance company does not accept responsibility for all or part of the damages, expenses or civil liability, the lessee must pay for all of these at their own expense, expressly exempting the lessor from any

liability and responsibility.

12th) In the event that the lessee wishes to extend the rental period, he/she may do so with the prior consent of the lessor and by agreeing to the new conditions for the extension period. Any delay in the return of the boat on the date and time indicated will be subject to a penalty, whereby the lessee must pay the lessor at a rate of 50 euros for every 15 minutes of delay. In the event that the boat is left in a place other than the one agreed, the lessee shall compensate the lessor all expenses, damages and losses that this may cause.

13th) In the event of children embarking, the lessor must be notified in advance so that the adult life jackets can be replaced by those of a suitable size.

14th) The deposit paid to the lessor before boarding is used to cover any damage, loss, theft, or robbery of any object not covered by the insurance company, or in case of delay in returning the vessel. If, however, the costs incurred as a result of any of the above-mentioned occurrences is higher than the amount of the deposit, the lessee is required to pay the difference. The deposit will be returned to the lessee once the condition of the vessel has been checked and the inventory reconciled.

15th) At the agreed time of return of the vessel, as stated in the contract, the crew and any luggage must have disembarked, leaving the vessel ready for inspection by the lessor. Both parties will then sign the revision document, confirming it or raise any objections therein. In the event of discrepancies, the lessor will retain the amount of the deposit until the matter is resolved.

16th) The costs of supplies, moorings and crew, if applicable, are borne by the lessee. By default, fuel costs are to be paid by the lessor, unless otherwise stipulated in the reservation.

17th) It is strictly forbidden to carry weapons, narcotics, contraband, merchandise, paying passengers and animals, as well as to participate in regattas, commercial fishing or in any activity penalized by legislation in force.

18th) Neither subcontracting nor sub-rental is permitted. The lessee undertakes to use the yacht solely for his or her own use or that of their family, friends or their own staff, the total number of which is not allowed to exceed the number of persons for whom the boat is intended.

19th) In the event of non-compliance with the regulations established by the maritime and/or customs authorities, the skipper of the vessel is responsible, and the lessee is subsidiarily liable, expressly releasing the lessor from any liability.

In the event that for reasons that can be attributed to the lessee, the skipper or the crew, the boat is retained or seized by any type of Authority and that consequently the lessee does not return the boat to the lessor on the date specified in the contract, the lessee must pay the applicable amount, as specified in clause 12, to the lessor for delay.

Any fine or penalty received by the lessor and related to the use of the rented boat for the duration of the lease shall be paid by the lessee.

20th) The participating parties agree that any litigation, discrepancy, question, or claim arising out of, or relating to this contract, or in relation to the rental specified in it, will be resolved by the courts of Ciutadella de Menorca.

21st) These terms and conditions are a translation of the original document in Spanish, as published on <https://iguanaboats.com/contrato.pdf>. In the case of any dispute or claim, the original document is the legally valid one.

22nd) The previous clauses of responsibility of the lessee regarding the skipper of the boat are without effect in the cases where the skipper is hired from the leasing company.

The signature of the lessor and the lessee in the current document implies the acceptance by both parties of the prices as well as the specific and general conditions established in the same. The lessor is obliged to deliver the rented vessel in perfect working order, in the place, at the date and time specified and the lessee agrees to receive the vessel at this time, to take care of it during the time the rental lasts and to return it to the agreed place at the agreed

date and time.

The lessee expressly declares having read, understood and accepted all the general rental conditions described here and on the attached booking page, as well as being aware of the general and local maritime regulations in force.

Data Protection Policy: In compliance with the Spanish Data Protection Law, “Ley Orgánica 15/1999 de Protección de Datos Personales”, we inform the client of the existence of a personal data file created by Iguana Boats S.L. for the purpose of maintaining commercial relations, committing to not divulge this information to any other entity. The client may exercise their rights of access, rectification, cancellation, and opposition by contacting Iguana Boats S.L.

THE LESSOR

THE LESSEE