

Article 1: APPLICABILITY AND DEFINITIONS

1.1 These terms and conditions apply to offers, quotations, (rental) agreements, and other legal relationships related to the (winter) storage of vessels and the rental of berths for vessels. These terms and conditions may only be used by NJI members.

1.2 "Vessel" means (parts of) ships and related items.

1.3 "(Winter) storage" means making available, for a fee, a portion of a site or covered space on or in which a vessel or related item can be stored. If hoisting in and/or out of the water, cleaning, moving/internal transport of the vessel, and/or disconnecting and removing onboard gas cylinders takes place, this is also considered part of (winter) storage.

1.4 "Berth rental" means making a berth available to the tenant for a fee.

1.5 The "lessor" means the entrepreneur who provides the (winter) storage or berth and/or has entered into an agreement for (winter) storage or berth rental with the tenant.

1.6 The "tenant" means the person who has entered into an agreement for winter storage or berth rental with the lessor and/or uses the space or berth made available.

Article 2: GENERAL OBLIGATIONS OF THE TENANT

2.1 The tenant is obliged to keep the vessel insured on an all-risk or hull & liability (WA casco) basis. Upon first request, the tenant shall provide a copy of the relevant policy(ies), the policy conditions, and proof of payment of the premium(s).

2.2 Without prior permission from the lessor, the tenant is not permitted to carry out maintenance or other work on the vessel.

2.3 The tenant is not permitted, unless with prior written consent from the lessor, to sublet the berth and/or storage space or to lend it to third parties.

2.4 The tenant must comply with the instructions of the lessor, including those from the NJI HARBOUR AND YARD REGULATIONS, as printed below.

Article 3: LIABILITY

3.1 Except for damage resulting from gross negligence or intent on the part of the lessor or its executives, the lessor excludes all liability for any damage. If any such damage is covered by the lessor's insurance, the lessor's liability shall at all times be limited to the amount paid out by the insurer in that case.

3.2 The tenant indemnifies the lessor against third-party claims, including those from (national) authorities, concerning environmental damage and/or pollution caused by the tenant during the contract period. The lessor has the right to recover any related cleaning costs, fines, and similar charges from the tenant.

3.3 When moving the vessel by the lessor, the tenant is deemed to have expressly authorised the lessor to do so (also on behalf of the owner, if the tenant is not the vessel's owner) and such movement is at the risk of the tenant/owner.

Article 4: WORK

The NJI Delivery Terms or, when the tenant is not acting in the course of a profession or business, the NJI Consumer Terms apply to the execution of work on the vessel or sales by the lessor. These shall be provided to the tenant in such cases.

Article 5: DURATION OF THE AGREEMENT

5.1 The rental agreement ends once the agreed term has expired and shall not be deemed renewed if the vessel remains in (winter) storage or at the berth afterwards. Upon termination of the rental agreement, Articles 2, 3, and 8 of these terms shall still apply. Unless otherwise agreed in writing, vessels left in storage or at the berth after the end of the agreement will be stored elsewhere at the tenant's expense and risk. These costs may differ from the rental rate in effect during the agreement.

5.2 The lessor reserves the right to sell the vessel if the tenant, after repeated reminders and subsequent formal notice sent by registered letter, fails to a) pay the storage or berth fees and/or b) remove the vessel from the lessor's (harbour) premises upon request. All claims against the tenant – including costs associated with the sale and possible removal/disposal of the vessel – may be satisfied from the sale proceeds.

Article 6: TERMINATION

6.1 Only if the lessor, at the explicit request of the tenant, agrees out of goodwill and expressly in writing, can the agreement be terminated by mutual consent.

6.2 In that case, the lessor is entitled to compensation for all financial losses, such as actual loss, lost profits, and expenses incurred. Nevertheless, the lessor will make reasonable efforts to limit the damage by seeking a replacement tenant for the (winter) storage or berth in question.

6.3 The lessor is entitled, except where this would infringe upon the tenant's rights, to rent out an unoccupied berth or storage space of the tenant to others for the period it is vacant.

Article 7: PAYMENT TERMS

7.1 Unless otherwise agreed in writing, invoices must be paid within 15 days.

7.2 The tenant has no right to offset their claims against the lessor's claims, unless the lessor is bankrupt or subject to statutory debt restructuring.

Article 8: RIGHT OF RETENTION

8.1 The lessor has the right of retention. If the tenant fails to fulfil any obligation, the lessor has the right to retain the tenant's vessel until the tenant has fulfilled all obligations.

8.2 If the tenant fails to meet all obligations to the lessor within six months after the right of retention has been invoked, Article 5.2 applies accordingly.

Article 9: GOVERNING LAW AND JURISDICTION

9.1 Dutch law applies.

9.2 Only the Dutch civil court in the district where the lessor is established has jurisdiction over disputes, unless this conflicts with mandatory law. The lessor may deviate from this jurisdiction rule and apply the statutory jurisdiction rules.

These terms and conditions constitute an integral translation of the Dutch version of the NJI terms and conditions as filed with the Registry of the Court of Utrecht on 1 August 2025. The Dutch version will prevail in the explanation and interpretation of this text.

NJI HARBOUR AND YARD REGULATIONS 2024

This regulation applies to all persons present on the harbour premises, consisting of the harbour, the yard, the associated (parking) areas, and all buildings on the premises, in order to ensure optimal safety for people, animals, and the environment. Apart from specific instructions from the harbour master/yard manager, the following must be observed:

I. PEACE, ORDER, AND SAFETY

Unless expressly permitted by the harbour master/yard manager, it is prohibited, under penalty of possible denial of access, to:

1. Cause nuisance;
2. Allow pets to roam freely;
3. Run engines, except to move the vessel;
4. Choose a berth other than the one assigned;
5. Sail with hoisted sails or at an unsafe speed;
6. Fail to moor the vessel properly or leave it in an untidy state;
7. Barbecue and/or use open fire;
8. Leave property unattended outside the vessel;
9. Swim or dive in the harbour water;
10. Use the vessel or berth/storage space for commercial activity, including the sale or offering for sale of the vessel and/or accessories;
11. Use the stored vessel as a residence;
12. Carry out fire-hazardous work such as welding, grinding, burning, or working with open flames;
13. Block escape routes, jetties, or exits;
14. Smoke in sheds and/or buildings and spaces on the harbour premises.

II. POLLUTION

Under penalty of denial of access, liability for cleaning/removal costs of pollution caused, and a fine, it is prohibited to:

1. Discharge waste from the onboard toilet into the water;
2. Pollute the harbour with environmentally harmful substances such as oil, bilge water, grease, household waste, and animal excrement;
3. Clean vessels and cars with drinking water and/or non-biodegradable cleaning agents.

III. DURING STORAGE OR AT THE BERTH

Under penalty of denial of access, it is prohibited to:

1. Use (ship) heating without direct supervision;
2. Charge batteries (in the vessel) without direct supervision;
3. Leave the vessel connected to shore power without direct supervision.

IV. WINTER STORAGE

On the harbour/yard, in sheds, and/or workshops, under penalty of denial of access, it is prohibited to:

1. Have onboard flammable substances such as gas, petrol, paraffin, and kerosene, or to leave batteries connected. The amount of fuel in the fixed fuel tank for the main engine must be kept to a minimum. Freshwater and wastewater tanks must be empty;
2. Stay overnight on the vessel;
3. Remove or move supports or chocks;
4. Use battery chargers without explicit permission from the yard manager;
5. Leave used cleaning cloths on board or in the shed (due to possible risk of spontaneous combustion).

V. WORK ON VESSELS

1. It is not permitted to carry out or have work carried out on, in, or on top of the vessel, unless explicitly permitted by the harbour master/yard manager.
2. If painting or antifouling work is permitted by the harbour master/yard manager, the floor around the vessel must be covered with a tarpaulin or suitable plastic. Only antifouling agents legally permitted for private use may be used.
3. If working at height is permitted by the harbour master/yard manager, only ladders, steps, or mobile scaffolding certified to EN 131 or EN 132 may be used.
4. All work is carried out at the worker's own expense and risk.

VI. LIABILITY

Except in cases of gross negligence or intent by the harbour master/yard manager or their executives, the harbour/yard is not liable for damage.