



Planker sp. z o.o.
ul. Przestrzenna 11c
70-800 Szczecin
NIP: 9552585730
planker.pl

General Terms of the Contract

Dictionary:

We – Planker sp. z o.o. ul. Przestrzenna 11c, 70-800 Szczecin KRS 0001157370
NIP 9552585730.

You – a client leaving your yacht for renovation.

Yacht – a yacht that the client leaves for renovation.

OFFER – order form.

GTC – General Terms of the Contract.

General matters

1. The subject of the agreement is the performance of yacht repairs by us.
2. We will communicate with you in writing (in paper form, via email, or using messaging apps used by both parties, for example through the WhatsApp messenger).
3. We have insurance for our company against fire and other random events.

Progress of the renovation

4. The scope of the renovation, its price, and all its details will be specified in the OFFER. This form, together with the GTC, constitutes a contract.
5. We will carry out the yacht renovation with due diligence and in accordance with shipbuilding, technical knowledge, and PRS (Polish Register of Shipping) guidelines.
6. If you provide the materials for the renovation, we do not take responsibility for their quality. However, if it is poor and we notice it, we will inform you about it.



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7. Your responsibilities include:
- A. making the yacht available to us on the date specified in the OFFER;
 - B. signing a report describing the condition of the Yacht when handed over to us and after the repair has been completed;
 - C. insuring the yacht for the duration of the contract and while berthed against all damages that may occur on the yacht;
 - D. securing and removing all personal belongings on the yacht, as well as removing hazardous materials from the yacht (e.g., gas cylinders, pyrotechnics, explosive materials, fuel cans, other fuel materials, and alcoholic substances); however, you must leave us a minimal amount of fuel, but not more than the capacity of one bottom tank;
 - E. secure the batteries on the yacht during the repair and stay (we can do this for you for an additional fee);
 - F. keep us informed of any hazards (risks, dangers) that may arise on the yacht in connection with any work that has been planned or carried out on the yacht;
 - G. maintain ongoing contact with us in case a decision needs to be made regarding the course of the repair;
 - H. ensure the legality of the yacht's stay in the marina (you must first sign a contract with the marina, only then will we start the repair there).
8. If you hand over the yacht to us with a delay, we will not be able to meet the deadline specified in the OFFER. In such a case, we will inform you of the new planned completion date of the renovation.
9. If the renovation takes longer for any reason, we will inform you about it.
10. If new tasks arise during the renovation that were not previously planned, we will conclude an additional agreement, i.e., we will prepare another, additional OFFER in which we will describe the new tasks. This will be a supplement to our agreement.
11. We are not responsible for damages related to the docking of the yacht at the quay, yacht operating costs, loss of time and profit, cargo damage, or damages due to lost benefits to you.



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12. During the renovation commissioned to us, you cannot commission renovation or other activities on the yacht to other parties, unless we explicitly agree to it, for example in an email or via a messenger used by both parties. Even then, however, it must be carried out in accordance with our guidelines.

Price, its payment, and other financial matters

13. The price will be determined based on the cost estimate included in the OFFER, which is part of the contract. If it becomes necessary to make changes in the repair process, we will inform you about it and present possible options. You will promptly make a decision on what to do next.

14. All payments will be made by you based on VAT invoices issued by us. We will send the invoices to you by email.

15. You can make payments to us in installments. The installments will be specified in the OFFER.

16. We can demand an advance payment from you based on the issued VAT invoice. The advance payment constitutes part of the payment for the yacht renovation.

17. You will pay us the contractual penalty specified in the OFFER if:

A. you do not make the vessel available to us on time,

B. your yacht remains with us longer through no fault of ours (item 24),

C. the delay in partial or final payment exceeds 14 days from the date indicated on the invoice.

18. If our damage exceeds the amount of the contractual penalty you have paid us, we may claim compensation from you under general rules.

19. If the renovation is prolonged over time, we may change the remuneration rate. Such a change will only take into account the value of inflation and will not occur more than once a year.



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Yacht pickup after renovation

20. After the completion of the renovation, we will inform you about it. From the day of sending such information, you will have 10 days to collect it.
21. However, if you delay payment of any invoice, we have the right to hold your yacht until payment is made. You will also bear the costs of storing the unit during the time it was held due to your payment delay.
22. If, upon handing over the yacht to you, we find any defects or malfunctions, you may withhold the final payment until they are corrected.
23. If you evade the acceptance of the yacht or the signing of the final handover protocol of the yacht after the renovation, we will perform the yacht acceptance independently. In such a case, you will not have the right to submit your comments.
24. During the acceptance of the yacht after the completion of the renovation, we will prepare the final handover protocol of the yacht after the renovation.
25. At the moment of signing the final handover protocol of the yacht after the renovation, you will be responsible for the yacht.
26. If after the completion of the renovation you do not accept the yacht, or we exercise the right of retention described above in point 20, you will bear all associated costs and all risk of damage to the yacht or its accidental loss.

Warranty and liability

27. We are not liable under warranty or guarantee for work, equipment, and materials not produced or made by us. We are also not liable for work supervised by you or by a person appointed by you.
28. We are not liable under guarantee if you are an entrepreneur.
29. If you are a consumer, we limit our liability under guarantee to one year.
30. If you discover any defect, you must notify us immediately. If you do not do so, further damage may occur, for which we are not responsible. We may decide to remedy the defect, but this does not mean that we acknowledge our liability under the warranty. We will specify to you the rules of such a repair before proceeding with any action.



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31. As soon as we receive your valid claim (see point 29), we will promptly inform you whether we acknowledge our liability and whether we will exercise the option to verify whether the defect actually occurred. If we acknowledge our liability, we will let you know when and how we will remedy the defect.
32. With our consent, you may remedy the defect yourself or have someone else remedy it, but only with our consent, unless:
- A. we have not begun to remedy the defect within the period specified by us,
 - B. the crew, yacht, or cargo is in danger, and repairs are necessary and cannot be delayed – only to the extent that such repairs are immediately necessary.
33. If you have remedied the defects in accordance with point 31., we will reimburse you for the documented repair costs, but only up to the rates applicable with us.
34. If it turns out that the defect reported to us by you does not result from our work or work covered by this agreement, we may charge you for costs associated with actions taken by us, e.g., travel expenses, employee costs, expert evaluations, etc.

Final provisions

35. If a dispute arises between us arising from or in connection with the agreement (including regarding the existence of the agreement, its validity, or termination), we will first initiate negotiations. Negotiations will begin within 14 days from the date of receiving a request to negotiate. Such negotiations will be conducted in good faith and by persons authorized to do so.
36. If we do not reach an agreement within 7 days of starting negotiations, within 14 days we will submit the dispute to the West Pomeranian Association of Mediators for mediation.
37. The costs related to the mediation proceedings will be borne equally. However, the costs related to a party's participation in mediation (e.g., costs, lost benefits, etc.) shall be borne by each of us individually.
38. If mediation does not bring a resolution of the dispute within 7 days, the dispute will be resolved by the International Maritime Arbitration at the National Chamber of Maritime Economy in Gdynia.