

Slick Hull Lda

Terms and Conditions

Acceptance of Terms

The terms and conditions set out below (the "Terms") shall govern the relationship between yourself and Slickhull Lda (www.slickhull.com) in respect of (a) the use of this website; and (b) the provision of services to you by Slickhull.Lda. Portuguese will be the irrevocable language of any translation of (the Terms) into English.

By (a) visiting our website, viewing, accessing and/or otherwise using any of the information found on the website; and/or (b) making any reservation or booking through this website for services provided by Slickhull Lda, you agree to be bound by the said Terms. You understand, agree and acknowledge that these Terms constitute a legally binding agreement between you and Slickhull Lda. and that your use of this particular website shall indicate your conclusive acceptance of such Terms.

Use of the website

You acknowledge and agree that our website may contain proprietary and confidential information, including trademarks, service marks and patents protected by intellectual property laws and international intellectual property treaties. Where by Slickhull Lda. authorizes you to view and/or make copies of parts of the content of this website, it shall be for personal and non-commercial use only. Such content may not be sold, reproduced, or distributed without our prior written permission. Any third-party trademarks, service marks and logos are the property of their respective owners. Any further rights not specifically and explicitly granted herein are reserved.

The website may also include hyperlinks to third-party content, advertising or websites. You acknowledge and agree that by Slickhull Lda. is not responsible for and does not endorse any advertising, products or other resources, of whatsoever nature, available from such resources or websites.

When you submit any content or information to Slickhull Lda., you simultaneously grant to Slickhull Lda., an irrevocable, worldwide, royalty-free license and authorization to publish, display, modify, distribute and/or syndicate your content worldwide. You confirm and warrant that you have the required authority to grant the above license and authorization to Slickhull Lda.

While every effort is made to keep the website up and running smoothly, by Slickhull Lda., takes no responsibility for and will not be liable for the website being temporarily unavailable for any reason whatsoever, including due to technical issues or issues beyond its control.

Provision of Services

The services sought and for which a price has been quoted/estimated by Slickhull Lda., are subject to their availability at the time of reservation.

You agree and acknowledge that by Slickhull Lda., shall be entitled to provide services to you through subsidiaries or affiliated entities or such other service providers as it may deem fit.

Reservation process and cancellation fees

Where you request Slickhull Lda., to make a reservation based on a prior quotation/estimate, Slickhull Lda., shall communicate to you a date by which the said reservation should be confirmed by you (The 'Due Date').

Where you fail to confirm the reservation by the Due Date, by Slickhull Lda., shall be entitled to cancel your reservation.

Where you confirm the reservation and a booking is made by you or on your behalf and you subsequently request the cancellation of the booking, the following shall apply:

- if the cancellation is made at least 5 calendar days prior to the date of the instructed service required by Slickhull Lda, no cancellation fee shall be applicable; and
- if the cancellation is made on the day of the movement of vessel/works programmed to start, you will be charged 100% cancellation fee on the movement costs; and
- on works requested, you will be charged for any costs involved for preparation, Slickhull Lda will attempt to mitigate such costs if possible, including other instructed service providers of sub-contractors.

On the other hand, by Slickhull Lda., reserves the right to cancel and/or postpone any movement of a vessel, or works as a result of unfavorable weather conditions and/or technical issues. No compensation shall be due to you as a result of such cancellation or postponement.

Fees and Mode of Payment

Reservations can only be made with a valid credit card or bank transfer. If you do not want to use payment by bank transfer, or do not own a credit card, you can always contact us directly to discuss alternative method of payment.

1 -Deposit

The order confirmed by the client will be considered valid only when the selected card has been approved and deposit paid, or deposit payment received via bank transfer. If the card does not approve the transaction, or bank payment not received 24 hours before the Due Date, the order will be automatically cancelled, and the client will be informed by email.

The following cards are accepted

- VISA
- VISA Direct Debit
- MasterCard

2- Stage Payments and completion Payment.

Depending on the amount of works instructed and the time period, a stage payment may be required, such payments will be advised and agreed before succession of the works. Payment

must be made on the agreed dates, failure to do so Slickhull Lda has the right to cease further work.

Completion Payment shall be made in full to Slickhull Lda on the receipt date of the completion statement. All items purchased by Slickhull Lda remain the property of Slickhull Lda until full payment on completion is received.

The value of the transaction may be subject to taxes, foreign transaction, currency exchange or other fees. Your bank or credit or debit card company may convert the payment into the local currency and charge fees, resulting in differences between the amount displayed on the written estimate or completion invoice in the currency of euros, then the final amount charged to your bank account or credit or debit card statement. Please contact your bank or card company if you have any questions concerning any applicable conversion of fees.

Your obligations

You agree that the following terms shall apply if booked through our website or direct to our offices:

- If you have booked any services offered by Slickhull Lda., on behalf of other people through our website or our office, the terms and conditions set out herein shall also apply to such other people;
- You shall at all times respect the environment and other people around; such as workers/ship yard.
- You should not behave in a way which may cause distress or annoyance to others or which may create the risk of danger or damage to property;
- You shall at all times comply with reasonable instructions issued to you by Slickhull Lda if vessel is on the water for movement or works, from Slickhull Lda employees on board the pleasure craft while in their care; before any movement of a vessel the owner/s have to give written assurance to Slickhull Lda that the owner/s has complied to all requirement of the Portuguese Harbour and Maritime Authorities.
- If you fail to comply with your obligations hereunder, insurance policies taken by Slickhull Lda., may be invalidated and you will not be entitled to any compensation for any prejudice/loses you may have suffered;
- You shall be liable to indemnify Slickhull Lda. and/or the other passengers/employees and/or any third party for any prejudice/loses caused to any of the latter as a result of any breach of your obligations hereunder;
- You understand and agree that your use of the services provided by Slickhull Lda., is entirely at your own risk and that such services are provided on an "As Is" and "As Available" basis. Slickhull Lda., does not make any express or implied warranties, endorsements or representations whatsoever as to the services provided by Slickhull Lda.

Limitation of Liability

You understand and agree that neither Slickhull Lda., nor any of its subsidiaries or affiliates or sub-contractors shall in any event be liable for:

- Works undertaken on the vessel by Slickhull Lda while on shore or in the water, by employees of Slickhull Lda are between 8.00am to 5.00 pm, Monday to Friday , Saturday 8.00am to 12.00 pm therefore before and after these times Slickhull Lda, including bank holidays, is not responsible, nor any of its subsidiaries or affiliates or sub-contractors, for any indirect, incidental or consequential damages; and/or
- any prejudice caused to you or any other person as a result of any event which is beyond the direct control of Slickhull Lda., including any force majeure event.

Slickhull Lda., shall only be liable for any prejudice caused to you or any other person where such prejudice arises as a direct consequence of a "faute lourde" committed by Slickhull Lda.

Notwithstanding anything contained herein, the total liability of Slickhull Lda., to you shall, in no event, exceed€ (We will write in this amount when known)

Governing law and jurisdiction

The construction, performance and validity of these Terms, and any matter connected thereto shall, in all respects, be governed by the laws of Portugal and the Courts of Portugal shall have exclusive jurisdiction.

Amendments

Slickhull Lda., reserves the right to modify these Terms from time to time at its sole discretion and without any notice. Changes to the Terms become effective on the date they are posted, and your continued use of services provided by Slickhull Lda., after any changes to Terms will signify your agreement to be bound by them.

Clients Full Name Printed

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Clients Signature

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Dated.....202...

Revised 01/12/22