

Supplementary and general terms and conditions for Selnes Camping for the scope of boat rental

1. General Provisions

1.1 The following conditions are part of the contract between the renter and the lessor, Selnes Camping, Stranda 51, 7822 Bangsund / Selnes. By making a booking, the renter accepts the following General Terms and Conditions (GTC) of Selnes Camping on behalf of themselves and their boat guests.

1.2 These terms and conditions apply to boat rental agreements as well as all other services and deliveries provided to the renter by the lessor.

1.3 Deviating provisions, including those contained in the general terms and conditions of the renter or the customer, shall not apply unless expressly recognized in writing by the lessor.

1.4 A contract between the parties is concluded when the renter accepts the lessor's offer (booking) and signs the boat handover protocol.

1.5 The booking of a boat can be made by phone, email, online, or verbally on-site. The booking does not necessarily need to be in written form. When booking houses, the boat(s) are included in the booking package. The booking confirmation thus serves as the rental contract for the rented boat. For all other boat bookings on-site, the signed boat handover protocol serves as the agreement and basis for the valid rental contract. As part of the package booking, the guest pays the boat rental fee before the trip, together with the rented house. In the case of on-site bookings, the boat handover certificate serves as the contract basis. The lessor is no longer bound to a further booking confirmation. Billing in these cases is based on the services provided by the lessor.

2. Security Deposit

2.1 The renter shall provide a security deposit of €1,000/10,000 NOK to the lessor before taking over the boat, preferably by credit card. If the boat and the associated rental items are returned properly and undamaged, the deposit will be refunded in full after the final settlement of the rental contract.

2.2 The deposit is used to cover damages to the boat, the outboard motor, or equipment due to fire, theft, or damage caused by the renter or third parties, as well as all associated costs on the lessor's side, such as transportation costs, phone calls, etc. In the event of damage, the deposit will be retained until the damage amount is determined. If the determined damage amount is less than the deposit, the remaining amount will be refunded to the renter. If the renter is liable for damages, and the repair costs exceed the deposit, the additional cost will be charged to the renter.

3. Usage and Conduct Rules

3.1 The rented boat will be handed over to the renter clean, fully equipped, and seaworthy. The use of the boat is at the renter's own risk. The instructions of the lessor, or those acting on their behalf, must always be followed, particularly for safety reasons.

3.2 The boats are only rented to persons over 18 years old who have provided their personal details (name, address, phone number) and presented a valid identification document or a valid boating license (if required). The renter or boat operator must also be physically and mentally capable of operating the boat. For those born before 1980, a boating license is not required. For those born in 1980 or later, a boating license is mandatory and must be presented. An absolute alcohol ban applies to the boat operator.

3.3 The renter commits to ensuring that they and their companions are familiar with the rules and guidelines for using the respective boat and for behavior on board, as well as the maritime regulations, and to ensure their compliance. The renter is also required to inquire about local requirements and laws, as well as any deviations (safety equipment, navigability, speed limits, distance regulations, shipping

restrictions, shallow areas, tidal areas). The renter is solely responsible for any consequences and penalties due to non-compliance with regulations and laws.

3.4 If the renter lacks the necessary technical competence or if there are doubts about the renter's reliability, the lessor reserves the right to withhold the boat. If none of the persons on board meet all the requirements, the boat can only be booked in conjunction with a skipper provided by the lessor.

3.5 The use of the rented boats, including swimming from the boat, is at the renter's own risk. When swimming from the boat, the motor must be turned off at all times. By using the boat, the renter, upon taking over the boat, confirms that all users of the boat have sufficient swimming skills or are wearing adequate flotation devices.

3.6 Parents or other supervisors are required to fulfill their supervisory duties and are responsible for the safety of the children under their care (wearing life jackets, behavior on board, etc.). For children under 12 years old and non-swimmers, wearing suitable life-saving equipment (life jackets) is mandatory. Parents, or other supervisors, are responsible for supervising and ensuring the safety of their children or those they are supervising.

3.7 The following rules regarding boat usage are explicitly highlighted:

- The boat must not be operated under the influence of alcohol or in an unfit state.
- Ferries, passenger/cargo ships, and sailboats must always be given right of way and kept at a safe distance to avoid accidents.
- Sufficient distance must be maintained from all shorelines.
- Navigating shallow water areas is strictly prohibited, both at high and low tide.
- It is strictly forbidden to delete data recorded on the chart plotter. It is assumed that unlawful actions are being concealed by deleting chart plotter data. If such behavior is detected, the coast guard will be notified. Deleting chart plotter data will result in a security fine of 2,500 NOK.
- Towing other boats is not permitted.
- Pollution of water and the environment must be avoided. Waste must be taken away and disposed of properly. Waste and packaging materials can be disposed of in the lessor's waste container when leaving the boat.
- Fish cleaning waste must be disposed of at sea but at a sufficient distance from the dock (Green Pole).

4. Boat Handover and Return

4.1 The renter will receive an introduction to the boat, the chart plotter, the echo sounder, and their use during the handover. The introduction will be scheduled in agreement with the renter and counts as rental time.

4.2 The renter takes over the boat at the Selnes Camping dock at the agreed time and is required to return the rented boat to the same docking place where it was received, no later than the end of the agreed rental period.

4.3 In case of late return, the renter must cover the costs for exceeding the rental time. The calculation is based on an 8-hour rental day concerning the agreed rental price.

4.4 The boat, including accessories and equipment, is handed over to the renter in a technically flawless and visually clean condition. The renter is required to return the boat in the same condition. Notwithstanding this, the renter and the lessor must jointly inspect the boat, equipment, and accessories for damages and completeness before departure and document this in the handover protocol. The renter is required to inform the lessor of any damages to the boat that were not noticed by the previous renter. If

damage occurs during use, the renter is required to inform the lessor of the damage immediately. Failure to do so will be considered intentional. Upon returning the boat, the renter and the lessor will inspect the boat together again.

4.5 The renter is responsible for the final cleaning. The lessor reserves the right to charge the renter a final cleaning fee of €35 in the case of gross contamination, such as blood residues, scales, severe dirt, unremoved waste, etc., which can be deducted from the deposit.

4.6 The lessor is entitled to charge the renter for all damages that were not documented during the handover and to deduct them from the deposit. This is especially the case if the renter attempts to conceal damages for which they are responsible, or if they attempt to mislead or have misled the lessor during the return. This applies in particular if damages to the boat are discovered and the chart plotter data has been deleted.

4.7 If the lessor is entitled to a lump-sum compensation for violations, damages, and/or contamination of the boat according to these terms and conditions, the renter is explicitly allowed to prove that no damage or depreciation has occurred or that it is significantly lower than the lump sum.

4.8 If boats and accessories are returned before the end of the agreed rental period, the renter is not entitled to a partial refund of the rental price.

5. Cancellation and Termination

5.1 If the lessor is unable to provide the booked boat due to unforeseen events or force majeure (waterway closures, shipping restrictions, or other interruptions, floods, low water, strikes) where normal rain and winds up to force 6 are excluded, they will endeavor to provide a boat with similar equipment and capacity. If this is not possible, the lessor is entitled to withdraw from the contract, with a refund of the payments made by the renter up to that point. No further compensation claims will arise.

5.2 If weather conditions make it impossible to go out with the boat, this is at the renter's risk. No compensation claims against the lessor will arise.

5.3 The customer has the right to cancel the contract free of charge up to 30 days before the booked service. If the cancellation is made by the customer after this period without a valid and timely withdrawal, the cancellation fee is 50% of the total price from the 29th day before the start of the booking.

5.4 Neither breakdowns, accidents, nor weather changes entitle the renter to a price reduction or compensation. If a booked boat is not available on the agreed day (damage to the boat, repair), the customer agrees to take over a boat of the same booking class or the next higher booking class without additional cost.

6. Renter's Liability

6.1 The hull and liability insurance taken out by the lessor for each boat does not exempt the renter from liability for damages that are not covered by the insurance or for which the insurer has expressly reserved the right to hold the renter liable.

6.2 The boats are liability insured. Loose equipment (accessories, safety equipment, etc.) is not part of the insurance. The customer must replace any lost items (e.g., fenders).

6.3 If the renter causes a damage event, they are liable for the full amount of the damage.

6.4 The renter is fully liable to third parties/the lessor if they cause damage through intent or gross negligence. The renter is also fully liable for all damages that occur due to the use of an unauthorized driver or improper use of the boat.

6.5 For actions and omissions by the renter that make the lessor liable to third parties, the renter indemnifies the lessor from all civil and criminal consequences, including all costs of legal action at home and abroad. The renter assumes and uses the boat at their own risk.

6.6 In the event of damage or loss of the boat or accessories, for example, due to improper use, the renter is fully liable for repair and replacement. The lessor does not assume liability for damages to third parties. Damages and defects must be reported immediately. If damages are not reported, the renter may also be held liable for consequential damages, such as the loss of boats due to repairs. Normal wear and tear are excluded from liability.

6.7 The renter is required to use the boat with the utmost care. The renter is liable for damages to the boat and equipment and for the loss thereof. Consequential damages (loss of rental income) caused by severe damage, loss, or theft of the boat for which the renter is responsible can be claimed by the lessor from the renter. If the renter and the boat operator are not the same person, both are jointly and severally liable.

6.8 The renter is required to report any defects in the boat to the lessor immediately. The renter is expressly prohibited from carrying out or having repairs carried out on the boat without authorization. Even with the best care and maintenance, defects cannot be ruled out. The lessor will then attempt to resolve the problem. If there is no significant impairment in the overall use of the boat, this does not constitute grounds for a claim against the lessor, a reduction in the rental price, or withdrawal from the contract.

6.9 In the event of an accident, the renter must immediately inform the coast guard and/or the lessor so that the coast guard can be notified. The renter must wait at the accident site for the coast guard or the lessor to arrive. The renter is not allowed to acknowledge claims from the opposing party. The loss of use resulting from a breakdown or accident during the rental period cannot be grounds for a whole or partial refund, regardless of the cause.

7. Lessor's Liability

7.1 The lessor is liable for all damages suffered by the renter, insofar as coverage exists within the framework of the liability insurance taken out for the vehicle, and provided these are not excluded under the following provisions. For damages not covered by the insurance, the lessor's liability is limited to intent and gross negligence.

7.2 The lessor is not liable for damages resulting from the renter's breach of duty of care.

7.3 Boarding the boat, using the boat, and participating as a passenger is at one's own risk. Each user of the boat is required to secure themselves firmly on the boat. Persons with physical limitations are required to inform the boat operator of this. Pregnant women and persons with back problems participate in boat tours at their own risk. Wearing life jackets is generally mandatory. Violations of this may be sanctioned by the coast guard. The boat operator has full authority, and their instructions must be followed without exception. If the boat operator's instructions are not followed, resulting in material or personal damage, the responsible party is liable. In the event of technical failure, the lessor is not liable for personal or material damages. Claims of any kind against the lessor for damages incurred by the renter or their companions during use, by the boat, boat parts, or accessories, are excluded. Furthermore, the lessor is not liable for the loss or damage of personal belongings of the renter or their companions. This excludes cases of gross negligence on the part of the lessor.

7.4 The shallow water alarm is set by the lessor to provide the renter with safe orientation in the waters around Selnes. The renter is not allowed to change the depth of the set shallow water alarm. If damages arise from such interventions, this is considered intent and gross negligence. The lessor assumes no responsibility for the accuracy of the provided chart material or the accuracy/function of the installed instruments.

7.5 The lessor is not liable for accidents on the dock/jetty and the walkway to the dock. Boarding occurs at one's own risk.

7.6 Renter claims due to the non-usability of the boat due to damages or total loss caused by a third party during the rental period are excluded.

8. Jurisdiction, Data Storage, Validity

8.1 The place of fulfillment and jurisdiction is Namsos. Only Norwegian law applies. Any side agreements must be in writing.

8.2 In accordance with data protection laws, it is pointed out that the data necessary for business processing will be processed and stored using an IT system. The customer agrees that the data obtained from the business relationship with them, within the meaning of data protection law, will only be used for the lessor's business purposes.

8.3 If any provision of these GTC is invalid, the remaining provisions shall remain unaffected. The invalid provision shall be replaced by a provision that comes closest to the economic purpose and intent of the invalid provision in a legally valid manner. The same applies to any regulatory gaps. The lessor has informed the renter of these GTC, which are available online at www.selnes-camping.com. The renter acknowledges the lessor's General Terms and Conditions (GTC) by signing the boat handover protocol.