

MARINA PUNAT GENERAL TERMS AND CONDITIONS

I. GENERAL CLAUSES

Article 1

General Terms and Conditions shall apply to the users of the services of the nautical tourism port - MARINA Punat d.o.o., Punat (hereinafter referred to as the Marina), including vessel owners, persons authorized by the owner to use the vessel and the crew and all other persons authorized to stay on the vessel by the owner, users of berths for transit vessels and charter vessels, as well as the crew and other persons authorized to stay on those vessels.

General Terms and Conditions regulate mutual rights and obligations between the Marina and the users of its services.

The service of using the berth provided by the Marina on the basis of the Contract of the Contracted Berth Use, regulated in detail in Part II of these General Terms and Conditions, differs from the service of daily berth usage, regulated in detail in Part III of these General Terms and Conditions.

Article 2

Vessel owners with a berth at the Marina, crews and all other persons authorized to stay on the vessels, i.e. all users of the Marina's services shall abide by these General Terms and Conditions, the valid Port Order Regulations in the Marina Punat and the valid Internal Order Regulations of the Marina Punat. In case of violation of the above acts, the Marina may deny the provision of services, especially the use of berths, or it may cancel the berth given for use, while the said acts also authorize the Marina to impose sanctions.

Article 3

The owners or the persons authorized to use the vessel by the owners, located at the berth at the Marina are obliged to keep the vessel and her equipment with the care of a diligent owner, as well as to equip the vessel with good and suitable mooring ropes and fenders during the entire time of the vessel's stay in the Marina. Furthermore, they are obliged to adhere to all valid rules regarding the stay and navigation within the borders of the Croatian coastal waters.

In case the vessel is not equipped with the proper mooring ropes, the Marina may equip the vessel with good ropes at the expense of the owner or the authorized user of the vessel without prior notice.

All vessels entering the area of the Marina shall carry all necessary certificates of seaworthiness and shall be maintained seaworthy in accordance with the valid regulations; while they are underway, they shall be run by a qualified person holding a valid certificate, and a sufficient number of qualified and licensed crew members in accordance with the regulations. In the opposite case, the Marina shall take no responsibility for them, and may even deny them the right of entry.

Article 4

In case any of the users of the Marina's services cause damage to the Marina or other users of the Marina's services, they are obliged to compensate for the damage in its entirety in accordance with the positive legal regulations of the Republic of Croatia.

Damage caused to the Marina's property, vessels, vehicles, trailers, equipment and other third person's property located in the area of the Marina, damage as a result of a third person's injury or death, damage as a result of environment pollution, caused by the crew of the vessel or other persons authorized to stay on the vessel, or damage caused by a deficiency on the vessel, vessel's equipment or by bad maintenance of the vessel or equipment, is the responsibility of the vessel owner or the person authorized to use the vessel by the owner. If the Marina should bear any costs in relation to such damage, including legal costs, or if it should be obliged to compensate any damages to third persons, the responsible vessel owner, and consequently the person authorized to use the vessel by the owner, shall indemnify the Marina in full.

The vessel owner shall indemnify the Marina for any damage caused by him, or his vehicles and vessels, the crew, persons authorized by him, his visitors and guests to any objects or equipment belonging to the Marina or a third person, located within the area under the Marina's jurisdiction.

Article 5

The Marina guarantees to meet all standards proscribed by the valid regulations of the Republic of Croatia, and with the care of a prudent businessman, in accordance with the rules of the profession, keep the port, including all of its infrastructure, edifices, facilities and other port equipment clean and in good condition.

The entire area of the Marina is open for public, except certain structures and special areas, where access is limited to authorized personnel.

Article 6

All Marina's services are charged according to the tariff valid at the time the service in question is provided to the user.

Article 7

Within its area of operation, and in particular in the framework of the responsibilities defined by these General Terms and Conditions, the Marina is responsible for the damage arising as a consequence of the lack of due diligence by the Marina, or its staff.

Under no circumstances shall the Marina be responsible for:

- a) Damage owing to the loss of profit, time, delay, use of holidays, etc.;
- b) Damage on equipment or the disappearance of the vessel's equipment, if it was not locked in closed space or it disappeared without breaking into that space;
- c) Damage on the equipment of the vessel at permanent berth not placed on the inventory list;
- d) Damage owing to the loss or damage of art paintings and items made of precious metals, money, securities, etc.;
- e) Damage owing to the loss or damage of personal items owned by the users of berths, crew or other persons authorized to stay on the vessels located in the Marina;
- f) Damage or disappearance of binoculars, cameras, radio sets, TV sets and other technical appliances on board;
- g) Damage and costs incurred owing to the removal of wrecks;
- h) Damage incurred because of violation of customs, port and other administrative regulations;
- i) The loss of fenders, ropes, z-drives, propellers and other fittings which may be demounted from the vessel without breaking;
- j) Damage which can be reduced to usual wear;
- k) Damage on parked cars, motorcycles and other means of road transport.

The Marina shall be released from responsibility if it proves that the damage was caused:

- a) During the time the vessel was under the surveillance of the berth user or other person authorized by him, pursuant Article 8, paragraph 5, 6 and 7, and Article 12, paragraph 5 of these General Conditions;
- b) By an act of God;
- c) By war and similar events, strikes, lockouts, civil riots, political risks, terrorism and similar;
- d) By ill-intentioned behaviour, disregard by the berth user, crew or other persons authorized to stay on the vessels in the Marina;
- e) By incorrect or unprofessional behaviour of the vessel owner, crew or other persons on board;
- f) Owing to the lack of maintenance, neglect or worn-out condition of the vessel or her equipment;
- g) By a hidden flaw or technical malfunction of the vessel or her equipment;
- h) By defective electrical or water-pipe installation on the vessel or between the vessel and the quay connection;
- i) By breaking of mooring ropes belonging to the vessel;
- j) By freezing;
- k) By rodents;
- l) As a consequence of collision with another vessel;
- m) Because of the violation of the Internal Order Regulations and Port Order Regulations of the Marina Punat by the berth users, crew or persons authorized to use the vessel;
- n) As a result of physical injury or death by berth users, crew or persons authorized to stay on the vessels in the Marina, which happened on the vessel herself;
- o) Owing to environmental pollution caused by the vessel;
- p) Owing to fire or explosion caused on the vessel belonging to the berth user, as well as owing to the violation of measures proscribed in the Marina Regulations by the berth users, crew or other persons authorized to stay on the vessel;
- q) If the vessel must have the crew continuously present on board, according to the manufacturer's specifications, legal regulations, technical demands or special decision by the Marina, but the crew was not on the vessel during the occurrence of the damage.

The Marina is not responsible for any intentional damage caused by third persons, including the theft of the vessel, equipment or other property located in the area of the Marina, unless such damage is proven to have happened because of the lack of due diligence by the Marina or its employees.

Article 7a

The Marina shall be liable for the damages for which it is responsible on the basis of legal liability, i.e. for the damages caused by the employees of the Marina and associated companies, and for which the Marina would be held responsible by court decision. Marina Punat d.o.o. has a contracted insurance of liability of nautical tourism port owner to third persons. This insurance covers all damages for which the nautical tourism port is liable to the person signing the contract on the use of nautical tourism port services or third persons.

The Marina is not responsible for the damage and other consequences caused by the violation of these Terms and Conditions, Internal Order Regulations and Port Order Regulations of the Marina Punat.

II. PERMANENT BERTH AT THE MARINA

Contract of Permanent Berth Use

Article 8

The subject of the Contract of Permanent Berth Use is the service of the usage of the permanent berth at the Marina, both at sea and on land, for a period of at least one month.

The service of providing a permanent berth shall be considered as realized if the Contract of Permanent Berth Use has been signed in written form between the Marina and the owner of the vessel or other person entitled to the vessel (hereinafter referred to as the Berth User).

The Marina shall determine the permanent berth for a certain vessel according to the Port Order Regulations of the Marina Punat and its berthing arrangement. If necessary, the Marina has the right to relocate the vessel with a signed Contract of Permanent Berth Use, at its own discretion, to another berth within the Marina, without prior special approval by the Berth User, but shall timely inform the User about the mentioned relocation. The change of berth at the Marina for the duration of the Contract shall have no influence on the responsibility of the Marina.

Besides the signed Contract of Permanent Berth Use, the Berth User is obliged to present to the Marina a copy of the document proving his ownership or another document entitling him to the vessel, permit for the navigation (i.e. a suitable document enabling the vessel to set out in accordance with the regulations of the Republic of Croatia), the copy of an insurance policy for the vessel, the copy of the passport or personal identity card of the physical person, the Berth User, or the physical person representing the Berth User, the keys of the vessel, and a properly completed inventory list (list of vessel's equipment).

The vessel shall be considered as being under the supervision of the Marina when the vessel is moored to her berth and when the Berth User has handed the documents mentioned in the previous paragraph of this article, as well as the keys of the vessel. When the Berth User or a person authorized by him takes over the documents enabling him to set out or the keys to the vessel, they are considered as being fully responsible for the vessel, and from that moment, the Marina is released from any liability, regardless of whether the vessel is in the port or underway.

If the Berth User, or any other person with the approval of the User, takes over the vessel in the Marina without collecting the documents or the keys, and without prior notification to the Marina, he does so at his own responsibility, while the Marina is released from any liability, regardless of whether the vessel is in the port or underway. In the said case, the Berth User or any other person with the approval of the User is considered as having taken over the vessel in the Marina from the moment that person enters the area of the Marina. In terms of this provision, it is considered that any person entering the area of the Marina with the encoded card belonging to the Berth User, as well as any person carrying the vessel keys has the approval of the Berth User. Furthermore, the vessel is considered as being taken over if it is established during daily surveillance by the Marina employees or in some other way that the Berth User, or some other person with the approval of the User, was on board the vessel at the time the damage occurred.

The Marina is particularly released from any responsibility if the vessel in question is used for any kind of economic activity, particularly for chartering.

Responsibilities of the Marina

Article 9

In the Contract of Permanent Berth Use, the Marina commits itself to the Berth User to provide a berth for use, in accordance with the Article 8, paragraph 3 of these General Terms and Conditions for the vessel specified in the Contract, for the duration of the Contract.

The Marina obliges itself to make sure, with the care of a prudent businessman, in accordance with the rules of the profession, that the berth given for use shall be in good order and safe in the technical and nautical sense, as well as suitable for the specified vessel, and shall be maintained as such for the entire duration of the Contract. This in particular includes the Marina's obligation to take care of the good working order of berthing equipment with the care of a prudent businessman, in accordance with the rules of the profession, and have a sufficient number of qualified employees trained for jobs related to maintenance, surveillance and care of technical and nautical safety and good order of berths.

The Marina guarantees to the Berth User, and persons authorized by him to stay on the vessel, to provide for use properly maintained and adequately equipped toilet facilities and other infrastructures intended for users.

The Marina shall issue to the Berth User an encoded card for a 24-hour access into the area of the Marina.

The Marina obliges itself to keep the documents and the keys given by the Berth User. The use of vessel by persons who are not Berth Users is possible only with the written approval by the Berth User. The Marina shall present the keys of the vessel and the documents enabling the vessel to set out only to the Berth User or persons holding a written approval to use the vessel signed by the Berth User.

From the moment the Marina takes over the supervision of the vessel, in accordance with Article 8, paragraph 5 of these General Terms and Conditions, the Marina commits itself to regularly check and maintain the technical and nautical safety of the berth, as well as to occasionally do external inspections in a standard way in order to check the state of the vessel and mooring ropes. If any change or disrepair of the vessel, equipment or mooring ropes is noticed during such an inspection, the Marina shall immediately notify and warn the Berth User. If the Berth User does not take the necessary measures to keep the vessel and the equipment from deterioration and damage, or to remove the danger the vessel or the equipment represent to other vessels and property in the area of the Marina, the Marina may take the reasonable measures necessary for keeping the vessels and equipment, or to remove the danger at the expense of the responsible Berth User. The Marina may take the obligation of performing additional services and works, if the contracting parties explicitly agree so, according to the Article 10, paragraph 3 of these General Terms and Conditions.

During the time the vessel is situated at the permanent berth under the surveillance of the Marina, the Marina is obliged to take reasonable and common measures with the care of a diligent owner within its area of operation to protect the vessel of an external threat of a damage, i.e. threat that do not originate from a defect in the vessel or its equipment.

During the time the vessel is situated at the permanent berth under the surveillance of the Marina, the Marina guarantees that the on-call staff shall perform their duties of safety supervision over the vessel and pay due attention to deter third parties from unauthorized access to the vessel or undertaking any kind of harmful operations on the vessel or her equipment. The contracting parties shall agree that the records of supervision performed by the on-call staff shall be stored in electronic form and can be delivered to the Berth User on request at any time.

The Marina shall notify the Berth User as soon as possible of the absence of the vessel from the Marina, about which it was not properly informed, or in case other provisions on taking over the vessel were not applied in accordance with these General Terms and Conditions. If the Marina establishes that the vessel did not leave with the approval of the Berth User, it has to report the vessel missing to the proper authorities and cooperate in their further operations.

Responsibilities of the Berth User Article 10

The Berth User shall:

- a) Pay the agreed compensation for the use of the permanent berth at the Marina in the way and at the time stipulated in the contract;
- b) With the care of a diligent owner take care of the maintenance of the vessel for the entire time the vessel is at the permanent berth at the Marina; if the Marina considers that the Berth User does not treat the vessel as a diligent owner, it may take proper measures to keep the property at the expense of the Berth User;
- c) Equip the vessel with fire-fighting equipment which will operate efficiently on the vessel herself, and moreover, the vessel shall have at least one automatic fire-fighting system in the engine room; the Marina may require additional fire-fighting means if the existing ones are not considered as sufficient;
- d) Put an eco-sponge or a similar device into the bilge area to collect impurities which are the result of a technical fault or lack of maintenance and which can be drained directly into the sea through the bilge drainage system;
- e) Report all equipment on board the vessel at the Marina reception desk in the written form of an inventory list, according to the Article 8, paragraph 4 of these General Terms and Conditions, as well as any subsequent changes to the list;
- f) Keep all movable equipment mentioned in the inventory list away in the closed and locked area of the vessel;
- g) Equip the vessel with proper mooring ropes, fenders and a good tarpaulin;
- h) In order to perform the requested jobs, submit for inspection all technical documentation, which can clearly show the proper solution to a technical task; warn about the equipment at the underwater part of the vessel and provide accurate information about its location, especially when lifting the vessel;
- i) Notify the Marina's reception desk about any absence of the vessel longer than 7 days; during the time of the reported absence, the Marina may rent the berth to another user;
- j) Report their arrival to the Marina at the reception desk or at the marina-entrance gate;
- k) Insure the vessel and the equipment against the risk of the liability of the vessel owner or vessel user for damages caused to third parties and their property, including the insurance against the liability of the vessel owner or vessel user proscribed by law, which represents an important condition for making the Contract of Permanent Berth Use. Permanent berth at the Marina cannot be provided to the vessels to which the said insurance does not apply. The insurance shall be valid for the entire duration of the Contract of Permanent Berth Use, on the contrary, the Marina may immediately cancel the Contract;
- l) Report to the Marina any change of address; the Marina's deliveries sent to the last known address of the Berth User shall be considered as properly delivered;
- m) Report any change of telephone numbers at which the user may be contacted in case of emergency to the Marina; the Marina shall take no responsibility for the damage which could have been prevented if the owner had been available for contact at the phone number stated in the contract.

In the Marina, the Berth User shall not:

- a) Rent the berth to third persons;
- b) Use any part of the port, structures, vessels, or vehicles located within or in the area of the Marina for commercial purposes, unless they have a special contract with the Marina for such kind of activity;

- c) Make any adjustments or modifications to the Marina's equipment and installations;
- d) Put up notices or advertisement, unless they have an explicit approval by the Marina's management.

The Berth User cannot transfer the Contract of Permanent Berth Use to other persons, nor can it be valid for a different vessel. If during the validity of the Contract of Permanent Berth Use, the Berth User transfers or loses the ownership right over the vessel (i.e. owing to the change of ownership, cancellation or making a new leasing or rent agreement, falling under the possession of an encumbrancer, etc.), he shall notify the Marina of the mentioned change within 7 days of the occurrence of the event, and deliver the name and the address of the new proprietor. In that case, the Marina may simply cancel the Contract one-sidedly.

The Marina gains the right to retain the vessel, security interest over the vessel and the equipment for all outstanding debts on the basis of provided services, measures taken at the expense of the Berth User, claims for damages according to the Article 4 of these General Terms and Conditions, and other claims on the basis of these General Terms and Conditions, the valid Port Order Regulations in the Marina Punat, the valid Internal Order Regulations of the Marina Punat, and positive legal regulations of the Republic of Croatia. The Berth User shall agree that the Marina may in the said cases, without any further questions or approval, practice its security interest and the right to retain the vessel. The Marina may, at its own discretion, make a decision about the location of the vessel on land to protect its own claims. The Berth User shall take responsibility for all new expenses thus incurred.

Responsibility for the Damage on the Vessel and Equipment

Article 11

Within the range of its responsibilities, stipulated in these General Terms and Conditions, the Marina shall be responsible for the damage on the vessel and equipment for which there is a valid Contract of Permanent Berth Use, provided the damage happened while the Marina was supervising the vessel in terms of the Article 8 of these General Terms and Conditions, only if the damage was made as a consequence of the lack of due diligence by the Marina, or its employees.

In any case, the responsibility of the Marina per one harmful event cannot exceed the total amount of the equal value of € 1,000,000.00, except in cases when the damage was caused intentionally or by gross negligence on the part of the Marina.

The exemption from liability of the Marina stipulated in these General Terms and Conditions shall apply.

III. DAILY BERTH AT THE MARINA (TRANSIT)

Contract of Daily Berth Use

Article 12

The subject of the Contract of Daily Berth Use is the service of the usage of the daily berth at the Marina, in the sea. The Contract of Daily Berth Use is a contract for a short period of time, which may last one (1) day at least, and its duration is determined by the number of days the vessel will truly stay at the berth.

The service of the use of the daily berth is provided through a non-formal contract which is considered closed at the moment the vessel berths at the Marina and moors to her berth, and by that, the user of the daily berthing service shall accept these General Terms and Conditions in their entirety without the possibility of change. The user of the daily berth is the person who owns the vessel at the time of the use of the daily berth, and is represented by the skipper of the vessel.

The Marina shall determine the daily berth for a particular vessel in accordance with the Port Order Regulations in the Marina Punat and its berthing arrangement, depending on the availability of transit berths at the time of the arrival of the vessel to the Marina in such a way that on the vessel's arrival, a member of the Marina's on-call staff shall meet the vessel and appoint her to a berth.

When the vessel berths at the Marina, the skipper shall present to the Marina the permit for the navigation (or a suitable document enabling the vessel to set out), personal papers of the crew and passengers on the vessel and the so called crew list (i.e. a notarized list of crew members, or the list of persons on the vessel).

For the entire time of using the daily berth, the vessel shall be under the surveillance of the user of the daily berth service, and shall not at any moment, in any sense or in any part be under the surveillance of the Marina.

The user of the daily berth service retains the full and autonomous possession and supervision over the vessel, and in case he physically leaves the vessel during the time the vessel is at her berth at the Marina, he does so at his own responsibility.

Responsibilities of the Marina

Article 13

The Marina shall provide a berth for the vessel to the user of the daily berth, in accordance with Article 12, paragraph 3 of these General Terms and Conditions, with the berth being in good order and safe in technical and nautical sense, as well as suitable for the said vessel, and maintained as such for the entire time the berth is used. This in particular

includes the responsibility of the Marina to take care of the good order of berth equipment (water and electricity connection, mooring for the berth), in accordance with the rules of the profession and with the care of a prudent businessman, and to have a sufficient number of qualified employees trained for the jobs related to maintenance, surveillance and care about technical and nautical safety and good condition of berths.

The Marina obliges to the user of the daily berth, and the persons authorized to stay on the vessel, to provide for use properly kept and adequately equipped toilet facilities and other infrastructures intended for the users.

The Marina shall keep the documents provided by the Berth User, and it has the right to retain them for the entire time the vessel is located in the Marina and until the bill for the provided service of daily berth has not been completely settled.

Responsibilities of the Daily Berth User Article 14

Daily Berth User shall:

- a) Pay compensation for the use of daily berth at the Marina according to the valid price list, immediately upon receiving the bill from the Marina, and in any case before leaving the Marina;
- b) With the care of a diligent owner keep the vessel and take care of the vessel maintenance for the entire time the vessel is at the berth at the Marina;
- c) Equip the vessel with fire-fighting equipment which will operate efficiently on the vessel herself, and moreover, the vessel shall have at least one automatic fire-fighting system in the engine room;
- d) Put an eco-sponge or a similar device in the bilge area to collect impurities which are the result of a technical fault or lack of maintenance and which can be drained directly into the sea through the bilge drainage system;
- e) In case of leaving the vessel while she is at the berth at the Marina, keep all movable equipment and personal items of the crew and passengers away in the closed and locked area of the vessel;
- f) Announce the arrival to the Marina by phone or VHF Channel 17;
- g) Immediately report the arrival at the Marina's reception desk on production of personal documents of the crew and other persons on the vessel, permit for the navigation and crew list;
- h) Moor the vessel safely, in accordance with the instructions by the Marina's staff (marina captain and on-call staff), with proper ropes of suitable dimensions, and equip the vessel with a sufficient number of fenders;
- i) Abide by these General Terms and Conditions, valid Port Order Regulations in the Marina Punat and the valid Internal Order Regulations of the Marina Punat.

The Marina shall gain the right to retain the vessel, security interest over the vessel and the equipment for all outstanding debts on the basis of provided services, measures taken at the expense of the Daily Berth User, claims for damages according to Article 4 of these General Terms and Conditions, and other claims on the basis of these General Terms and Conditions, the valid Port Order Regulations in the Marina Punat, the valid Internal Order Regulations of the Marina Punat, and positive legal regulations of the Republic of Croatia. The Berth User shall agree that the Marina may in the said cases without any further questions or approval practice its security interest and the right to retain the vessel.

Responsibilities of the Marina Article 15

The Marina shall be responsible exclusively for the technical and nautical condition and safety of a berth and its equipment, and shall not take responsibility for the vessel.

In any case, the responsibility of the Marina per one harmful event cannot exceed the total amount of the equal value of € 1,000,000.00, except in cases when the damage was caused intentionally or by gross negligence on the part of the Marina.

The exemption from liability of the Marina stipulated in these General Terms and Conditions shall apply.

IV. FINAL CLAUSES

Applicable Law, Court Jurisdiction and Interpretation of General Conditions Article 16

These General Terms and Conditions and all contracts signed by service users with the Marina in accordance with these General Terms and Conditions, are governed by the Croatian law.

It is hereby agreed that the competent court in Rijeka shall have jurisdiction over all disputes arising from contracts signed according to these General Terms and Conditions. If that is not possible, they shall be entertained by the relevant Croatian court with the applicable law being the Croatian law.

In case of dispute, the Croatian text of these General Terms and Conditions shall be relevant.

Titles of sections and paragraphs serve only to provide simpler managing and have no influence on the interpretation of the provisions of these General Terms and Conditions.

General and Final Clauses of these General Terms and Conditions shall apply to all users of Marina's services, and special provisions in Part II and III of these General Terms and Conditions shall apply only to the corresponding contractual relations. In case a particular provision is in collision with the General Clauses, the particular provision of these General Terms and Conditions shall have precedence over the General Clause.

Amendments to General Terms and Conditions

Article 17

The Marina may introduce one-sidedly amendments to the General Terms and Conditions, which the Marina shall publish in its official paper or on the official web page, as well as notify all Permanent Berth Users about them in written form at least 30 days prior to their entry into force.

After the amended General Terms and Conditions enter into force, the former General Terms and Conditions are no longer valid.