

## GENERAL TERMS OF BUSINESS

The General Terms of business apply to:

- all users of the services and premises of the Brodogradilište Punat d.o.o. (hereinafter referred to as the "Shipyard");

Users of the services and premises of the Shipyard are understood to be subcontractors of the Shipyard, as well as all legal and natural persons who find themselves or perform works on the premises of the Shipyard.

Unemployed natural persons who find themselves in the premises fully take their own responsibility for any injuries and damage to third parties, including vessel owners and vessel crew.

**By entering the premises of the Shipyard, a legal or natural person confirms that they have read, understood and accepted these General terms of business, and confirms their understanding and awareness of all the consequences arising from non-compliance with them.**

### 1. GENERAL CLAUSES

Entry to the premises of the Shipyard, except for the employees of the Shipyard and contractual subcontractors, is allowed to the owner of the vessel, his representative or other authorized user/holder of the vessel whose vessel is located in the area of the Shipyard, and who have previously received permission to enter the premises of the Shipyard. Permission to enter implies obtaining a card to open the ramps for passage. Entry to the Shipyard area, without the use of an entry card, is strictly prohibited.

Lending, sharing and unauthorized use of cards for entry to the Shipyard is strictly prohibited. In case of violation of this prohibition, the Shipyard has the right to deny further use of the card to the person to whom it is assigned.

Vehicles of courier and intervention services, as well as contractual partners, obtain a permit by opening the ramps by the employees of the Shipyard.

**By allowing entry, the Shipyard does not take responsibility towards legal or natural persons who have received permission for any material or non-material damage that will occur to them, or that they will cause to third legal or natural persons.**

Users of the Shipyard's services, premises and equipment are obliged to comply with the following:

- comply with these General Terms of Business, Port regulations of the Shipyard and the General Terms and Conditions for Subcontractors.
- protect the property of the Shipyard with the attention of a good host. Otherwise, the Shipyard may take measures to preserve the property at the expense of the contracting party;
- equip the vessel with fire-fighting equipment that will work effectively on the vessel itself;
- connect to the power switchboard only with the correct cable and the safety switch of the power that is maximally permissible at the outlet; The connection can only be used as long as at least one crew member is present on board;
- disconnect all electrical cables and water connections before leaving the vessel. If this is not done, the Shipyard staff may turn off the connections, without prior notice;
- perform or arrange the disconnection of the battery clips from batteries during the vessel's stay in the indoor (hall) and covered (canopy) area for the entire duration of the vessel's stay in the area;
- connect to the water supply installation only with a correct hose, which has a closing valve at the end;
- equip the vessel with quality and appropriate mooring ropes. The Shipyard may eliminate the identified deficiencies of the ship's equipment at the expense of the contracting party without prior notice;
- mooring of the vessel should be carried out correctly, and correction shall be made in case of the Shipyard's request. If the Contracting Party neglects or fails to take care of the vessel, the Shipyard shall have the right, at the expense of the Contracting Party, to take measures to preserve the property;

Vessels that use the Shipyard's service sea berth, on which works are carried out by owners, subcontractors or third parties, and the Shipyard appears only as an infrastructure provider (service sea berth), are obliged to ensure that one crew member stays on the vessel for the purpose of vessel supervision during the entire stay of the vessel in the Shipyard at the service sea berth.

The vessel tied to the service sea berth of the Shipyard, and after opening the work order, it is necessary to ensure that at least one crew member stays on the vessel during the night and outside the working hours of the Shipyard for the purpose of supervising the vessel.

The shipyard may only be liable for vessels at service sea and land berths for the works contracted on the vessel.

The Shipyard is not responsible for damages that may occur during the vessel's stay in the Shipyard if any works on the vessel were performed by an approved subcontractor of the user or the user himself in a part of their works.

By docking the vessel on the operational shore and/or service sea berth, or by contracting a service sea berth, the owner/client declares that the vessel is technically correct in terms of navigability, and takes responsibility for any sea penetration into the vessel and all the consequences that arise as a result.

The above also applies in cases where there could have been a suspicion of a defect of the vessel in terms of seaworthiness, either through a work order or in another way, and the owner/client did not immediately request the lifting of the vessel to the service land berth upon arrival at the Shipyard. The docking of the vessel on the operational shore does not mean the Shipyard's permit for mooring.

In the case of failure of the owner/user of the vessel or the client in relation to the above obligations, the Shipyard does not take any responsibility or undertake to carry out checks in the fulfilment of the above obligations.

The shipyard determines the service sea and land berth for the vessel according to its needs and capabilities and may move the vessel as necessary without prior notice.

It is strictly prohibited to moor vessels on the operational shore of the Shipyard, without the prior approval of the Shipyard.

The shipyard shall place vessels at the service land berth at a minimum distance of 1 meter for the purpose of operational access to the vessel for the purpose of performing service activities and setting up scaffolding.

## **2. DANGERS**

Dangers in the area of the Shipyard Punat:

- danger from internal traffic vehicles;
- danger of decay and falling;
- danger of hanging loads;
- risk of objects falling from a height
- as well as other dangers that exist in the regular course of the Shipyard's operations.

## **3. MOVEMENT OF PERSONS**

The Shipyard Punat is not a pedestrian zone. Moving in the area of the Shipyard is at your own risk.  
Entry to minors is prohibited.

Persons who are not employees of the Shipyard are not authorized to move within the zone of **30m** from the current position of the crane, means of transport for vessels, other work vehicles of the Shipyard and the washing area, and the Shipyard is in no way responsible for any injuries and other damages due to the operation of the crane, means of transport for vessels of other work vehicles of the shipyard and washing area.

The owner of the vessel or the client of works guarantees and takes all responsibility for all those persons who stay or will come to the vessel owned by him while it is located in the area of the Shipyard.

Movement on the surfaces of the vessel while it is at the service land berth is at your own risk. Employees of the Shipyard have been excluded.

## **4. MOVEMENT OF VEHICLES**

Entry by vehicles to the Shipyard is prohibited, except for vehicles with a special permit.

By allowing vehicles to enter, the Shipyard does not take responsibility for any damage to the vehicles.

The speed limit for vehicles is 10 km/h.

Entry by means of transport without prior permission is prohibited.

The working machinery and equipment of the Shipyard have priority.

## **5. SURVEILLANCE AND VIDEO SURVEILLANCE**

The shipyard is not obliged to carry out control, supervision and inspection of each individual vessel, regardless of whether the vessel is located on service land or sea berth.

The Shipyard is in no case responsible for the risk of fire and fire damage, except in cases where the employees of the Shipyard caused the fire. Vessels in the Shipyard are not supervised in relation to the risk of fire.

The shipyard has the right, not the duty, to establish video surveillance throughout its area, depending on its work organization needs. The shipyard does not undertake the obligation to keep recordings or provide video surveillance services for users, but conducts video surveillance for the purposes of monitoring its business. The shipyard is not obliged to provide any third legal or natural person with access to the data collected by video surveillance.

The Shipyard and the employees of the Shipyard have no obligation to take any actions (e.g. damage prevention) based on information and data that would be available through video surveillance.

## **6. PROHIBITIONS ON THE ENTIRE SHIPYARD AREA (OPEN/CLOSED, SEA/LAND)**

**IN PARTICULAR, WITHOUT EXCLUDING OTHER DANGERS, IT IS STRICTLY PROHIBITED:**

- all works in which there is any risk of damage to neighboring vessels and/or the property of the Shipyard and/or the property of third parties, e.g.: washing with a HP washer (pump); use of compressors and syringes and other devices for applying paint, varnishes, gel coats, etc. spraying; sawing; grinding the outer surfaces of the vessel without the use of tools with a connected vacuum cleaner; welding, etc.

- all works on systems or parts (equipment) of the fuel or gas system, and manipulation (filling, pumping, refuelling, etc.) with fuel or gas, except for companies that are registered for the operation/servicing of these systems/parts of the system and that have a cooperative relationship with the Shipyard or perform the works at the authorization of the Shipyard;
- the movement or relocation by the Shipyard installed supports, holders, when the vessel is placed on a service land berth;
  - the use of open flames in the entire open, closed and covered, sea or land area of the Shipyard;
  - keep the vessel connected to the el. network during the night period. The night period is determined by the time of switching on and off the public lighting of the Shipyard. The shipyard has the right to turn off the electricity on the el. switchboard at night and/or outside of working hours.; or at any time at the discretion of the Shipyard. The shipyard is not responsible for damage caused by the disconnection of the power supply to the switchboard.
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- using, borrowing and/or renting your own scaffolding, tools and equipment;
  - Construction and use of improvised scaffolding; all kinds of;
  - construction of fixed structures, scaffolding and/or tents around the vessel without prior notice and obtained consent of the Shipyard. Shipyard reserves the right to grant or withhold consent;
  - use of heaters to heat the space in the vessel or around the vessel;
  - lending and/or renting tools and equipment;
  - dismantling of assemblies in open spaces (engines, transmissions, etc.) where there is a risk of oil or grease leakage;
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- speedboating, swimming, surfing or fishing in an area closer than 200 m from the installations and operational shores of the Shipyard;
  - modifications and further lease of the Shipyard's property;
  - spillage of any liquids that are not biodegradable;
  - during the period outside the working hours of the Shipyard, perform works that produce noise greater than 55 dB;
  - consumption and dispensing of alcoholic beverages;
  - leaving one's own equipment, vessel equipment, parts of the vessel (e.g. masts, rudders, auxiliary vessels, parts of superstructures, etc.) without the prior permission of the Shipyard.

For vessels that use a service land berth, it is prohibited to spend the night and stay on the vessel after 8:00 p.m.

In the case of failure by the owner/user of the vessel or the client in relation to the above prohibitions, the Shipyard takes no responsibility neither it is obliged to check the fulfilment of the above prohibitions.

## **7. WORK PERMIT**

Apart from the employees of the Shipyard, the execution of works in the Shipyard is allowed only to the owners of vessels and/or registered crew, as well as to contractual subcontractors and all others who have otherwise obtained a permit to work in the area of the Shipyard.

The owner of the vessel is understood to be a legal or natural person who is listed in the documents of the vessel.

Registered crew are considered to be persons who have a contractual relationship with the owner of the vessel or are close family.

Contractual subcontractors are only legal or natural persons who have a license to work in the Shipyard a - Business Cooperation Agreement with the right to use business premises and/or a Business Cooperation Agreement for the use of infrastructure.

All natural persons or employees of legal persons who perform works must be professionally trained to perform the works they perform, as well as for the tools and means they use.

All natural persons or employees of legal persons who perform works on the premises of the Shipyard must apply all personal protective equipment prescribed by the Safety and Health Act, depending on the type of work they perform.

All natural persons or employees of legal persons performing works on the premises of the Shipyard must wear protective work shoes (S3), protective work clothing and head protective equipment.

The shipyard does not carry out supervision and is not responsible for any possible violation of these obligations by the user, nor is it responsible for injuries and damages that may occur.

## **8. USE OF EQUIPMENT**

The use of the equipment and property of the Shipyard is at your own risk.

Before using the equipment and property of the Shipyard, the user is obliged to inspect it and determine its correctness. By the very act of use, the user confirms that he has performed an inspection and determined the correctness before use. Employees of the Shipyard are not obliged to warn users about possible improper use of the equipment.

## **9. USE OF OWN TOOLS AND EQUIPMENT IN THE SHIPYARD SERVICE AND PREMISES**

The user of the service and/or the premises of the Shipyard is obliged to use certified and correct personal protective means, tools and equipment within the Shipyard, but the Shipyard is not responsible for any possible violation of this obligation by the user.

Business entities that have concluded a valid Used Cooperation Agreement with the Shipyard must visibly mark all their equipment they use, especially mobile scaffolding, and have a document on their correctness. The label must contain the name of the business entity and all legally prescribed markings.

If the works are carried out in the presence of the employees of the Shipyard, even if they are simultaneously performing other works on the same vessel, such shall not affect the obligations of the Shipyard in relation to the owners of the vessel, and/or their crew

and/or contracted subcontractors in relation to their obligations and risks for protective equipment and other referred to in this point, but also in relation to their obligations under point 7.

In relation to points 7, 8, 9 of these conditions, in the case that the works commissioned to the Shipyard are carried out on the vessel at the same time, as well as the works ordered by the owner to subcontractors or the works are performed by the owner himself with or without his crew, it is considered that the coordinator of the works in that case is the owner of the vessel or the person who ordered the works.

## **10. ENVIRONMENTAL PROTECTION**

In order to protect the environment, users of the services and premises of the Shipyard are obliged to comply with the following:

- use only biodegradable detergents;
- use a tool for grinding the hull or other external surfaces of the vessel with a vacuum cleaner attached;
- take protective measures to prevent contamination of surrounding vessels, the environment and/or the property of the shipyard or third parties;
- put an oil and fat absorbent in the ship's bilge;
- use the ship's toilet, only if the vessel has a tank of "black" water;
- use the ship's galley and sanitary facilities only if the vessel has a tank of "grey" water;
- waste oil, grease, detergents, batteries, paint and thinner packaging and all other hazardous waste should be disposed of in containers and designated areas; Any spill on the premises of the Shipyard and into the sea is strictly punishable and is subject to reporting to the competent Port Master's Office;
- all waste from the vessel, must be sorted and disposed in designated places and containers;
- the area where work is carried out around and under the vessel should be kept clean daily, and before leaving the place, it should be thoroughly and completely cleaned;
- in addition to the above, service users are obliged to refrain from any activities that may cause environmental pollution.

Otherwise, the Shipyard charges the cost of cleaning, according to the currently valid price list, for each day when no cleaning has been performed.

The shipyard is not obliged to control non-compliance with the above environmental protection conditions, but it has the right to warn and/or prevent the activities of users in case of non-compliance with these conditions. In any case, the user is solely and independently responsible for all harmful consequences in the field of environmental protection in the case that it is determined that the user has caused such consequences.

## **11. PROVISION OF SERVICE (OFFER / ORDER / CONTRACT)**

The provision of services is carried out on the basis of an order, offer or contract.

The offer, order or contract must be in writing. The Client must be authorized to order works, and the Shipyard has the right to request confirmation of such authorization, i.e. proof of ownership or power of attorney.

In the absence of a Contract, an accepted offer or order in writing shall be deemed to be a Contract.

The shipyard has the right to refuse the performance of the ordered service at any time, without additional explanation, regardless of whether the client is a user of Marina Punat services.

The Shipyard Punat reserves the right to change the date of provision of all or part of the ordered services due to weather conditions or organization. The postponement of the ordered services, whether due to weather conditions, equipment failures or organization, can be made by the Shipyard on the day when the service is ordered or immediately before the service is performed.

Postponed and ordered services will be performed as soon as the conditions are met as soon as possible from the date of postponement. The shipyard is in no case responsible for the delay in the agreed date of either lifting/lowering the vessel or the duration of the service itself for possible damages and lost profits that the client would have.

**By signing an offer, order or contract, the Client confirms that he has read, understood and accepted these General Terms of Business.**

An e-mail message of the client is also considered a signature on which there is no additional electronic signature or a scanned handwritten signature, in cases where orders are made from distance without the physical presence of the client.

When ordering vessel manipulation services: lifting, lowering, washing the underwater part of the vessel, transporting the vessel by land and/or storage on land, the Client is obliged to provide:

- credible technical documentation for the safe performance of the ordered services, in particular data showing the position of the lifting straps and data on the positions where the supports and/or holders are placed – DOCKING PLAN;
- the shipyard does not take responsibility for incorrect or incomplete data on the position of the straps, regardless of whether the owner and/or the owner's representative was present during the manipulation operations of the vessel or not;
- information about the equipment on the underwater part and accurate data on its location;
- information about a possible defect or anomaly on the vessel, which could cause damage to the vessel and/or the equipment on it;
- information on the need to take special measures to protect the vessel when ordering vessel handling services;
- for the performance of the required works on the vessel, provide technical documentation from which it is possible to accurately observe the method of solving the technical task;

- information if during the vessel's stay on land due to works or others, there has been, a change in the weight of the vessel itself, a change in the distribution of masses on the vessel, a change in the structure or on the outer hull of the vessel. The information must be given prior to ordering services of vessel manipulation.

Otherwise, the Shipyard is not responsible for damage that occurs to the vessel and/or its equipment during the performance and/or provision of manipulation services with the vessel.

The shipyard is not responsible for damage to the foil if it is applied to the vessel.

For the performance of manipulation operations on a vessel whose construction material is wood or its variants, all responsibility for the damage occurred, regardless of the submission of the necessary documentation, is by the client/owner of the vessel.

The Shipyard shall not be liable for deformations and/or damage to the hull or underwater parts of the equipment, regardless of any type of hull material and equipment when performing the operation of manipulating the vessel (lifting, lowering, washing the underwater part of the vessel, transporting the vessel by land and/or placing the vessel on land), unless the damage is an obvious consequence of gross negligence of the Shipyard.

If the vessel comes under the crane on its own power, the Shipyard is responsible for the vessel from the time the crane straps encircle the vessel and the vessel can no longer move freely. The employees of the Shipyard are not obliged to "catch" the vessel when the vessel enters the lifting pool and/or slipway on its own power.

If the vessel leaves the crane basin and/or the slipway on its own power, the Shipyard's liability over the vessel ends at the moment when the crane straps free the vessel and/or it "swims" freely.

By delivering a written or signed order, by receiving an invoice, for lowering the vessel and/or towing the vessel, the client confirms that the vessel is technically correct in terms of navigability, and assumes all responsibility for the eventual penetration of the sea into the vessel and all the consequences that arise as a result.

The Shipyard recommends that the vessel come to the Shipyard with a minimum supply of fuel sufficient for the arrival and departure of the vessel, and a minimum supply of water, and the contents of a grey or black tank. Otherwise, the Shipyard is not responsible for damages that may be caused due to non-compliance with the above.

The shipyard is not obliged to provide work platforms, scaffolding, transport trolleys or any other equipment in cases where works on the vessel are performed by the owner of the vessel or another contractor.

## **12. PAYMENT**

Payment is made according to the valid price list, order or written offer, after the work is done, upon receipt of the invoice, but before the ship is lowered into the sea (in the case when the vessel was on land), or loading on the transporter (if the vessel leaves the Shipyard by land).

Exceptionally, the due date of payment may be agreed differently by a contract or an offer.

Payment for services is made at the reception of the Yacht Service or by bank transfer to the Shipyard's bank account.

The Client takes the obligation to pay.

If the works are ordered on behalf the owner by an authorized person, the authorized person assumes the obligation to pay the invoice in case the owner of the vessel fails to pay the invoice for the works performed within the specified period.

For works within the warranty period of the engine and/or equipment manufacturer, the client accepts by ordering works the costs that are not covered by the manufacturer's warranty.

The Shipyard has the right of retention and lien on the vessel and equipment for all outstanding receivables according to the calculation (invoice) of the Shipyard.

In order to exercise the right to retention of the vessel, the Shipyard has the right to hold the vessel at the service sea or land berth in the Shipyard by technical means or to raise the vessel to land (service land berth), without the consent of the owner or user of the vessel, if the vessel is at the sea berth in Marina Punat or the service sea berth in the Shipyard Punat.

All further costs that arise in this process will be charged to the owner of the vessel.

## **13. LATE PAYMENT**

We ask all our customers to observe the payment deadlines. Otherwise, official default interest will be charged.

## **14. COMPLAINTS**

Complaints about the services provided are submitted exclusively in writing to the e-mail address [info@brodogradiliste-punat.hr](mailto:info@brodogradiliste-punat.hr) or by filling out the complaint form at the reception of the Yacht Service.

Complaints regarding defects visible to the naked eye on the hull of the vessel or superstructure (external parts of the vessel) shall be submitted within the period immediately after the service has been provided upon the arrival of the vessel at the Shipyard or no later than the moment of departure of the vessel from the Shipyard.

In the case that the Client was not present at the time of taking over the vessel, subsequent complaints for visible defects and damages to the hull of the vessel or the superstructure (external parts of the vessel) will not be accepted.



In the case of an accepted complaint by the Shipyard, the Shipyard is not obliged to compensate the client for lost profit, or time, or to provide a replacement vessel, and to cover any other costs that are not directly related to the subject of the complaint. Resolving complaints is possible only in the Shipyard.

In the case that complaints are resolved elsewhere by the Shipyard, the Client is obliged to bear all the associated costs of manipulation and accommodation of the vessel and the costs of the repair technician's arrival at the repair site.

## **15. WARRANTY**

The warranty for the work performed on the engines (propulsion or auxiliary) and propulsion elements, unless otherwise agreed, is 6 months or 100 engine operating hours (whichever comes first).

The warranty for all other works, unless otherwise agreed, is 6 months.

The warranty on the installed material, parts and equipment is provided according to the terms and conditions of the manufacturer of the parts or equipment.

The shipyard cannot guarantee works that it has not contracted.

The shipyard does not provide a warranty for works performed with materials and/or parts of the client.

## **16. DAMAGES AND LIABILITIES**

The shipyard is responsible for damages for which it is responsible on the basis of legal liability, i.e. for damages caused by the employees of the Shipyard, for which, according to the court verdict, the Shipyard would be liable.

The Shipyard is liable for damage, for which it can be indisputably established that it occurred as a result of gross negligence on the part of the Shipyard or the employees of the Shipyard, but it is not liable for other damages or irregularities for which it cannot be unequivocally proven that they did not exist before the damage occurred.

The Shipyard shall not be liable for damage that could not have been foreseen, prevented, eliminated or reduced in the regular course of the Shipyard's operations.

The shipyard shall not be liable for damage caused by weathering, the action of animals, birds and/or dirt brought by the wind from the floor or other navigable or fixed objects.

The Shipyard does not take liability for damage based on the protocols of the competent authorities, expert findings, claims of the insurer or the injured party, but only in the case when the Shipyard admits damage or liability for damage at the expense of the Shipyard is determined by the court.

The Shipyard is liable only for the contracted works performed through its employees or contracted subcontractors, and is not responsible for the work or independent conduct of third parties, owners or users of the premises or crew members, including contractual subcontractors, regardless of whether they provided services or performed works on the premises of the Shipyard with the knowledge and permission of the Shipyard.

In the case of the action of the Shipyard or the Shipyard's employees during the harmful event in order to reduce the consequences of the harmful event, the Shipyard or the Shipyard's employees shall take measures to prevent the harmful event within the framework of objective possibilities and skills according to their own judgment without risk to the health and life of the persons participating in taking these measures, whereby the Shipyard does not guarantee in any way that it will be able to prevent any occurrence, or the spread of the harmful event.

In the case of the action of the Shipyard or the employees of the Shipyard during a harmful event such as fire or threat to the sinking of the vessel, the Shipyard does not take any responsibility for the damage or damage caused during the action, which action was taken to avoid greater damage.

The shipyard has no responsibility for auxiliary boats, outboard engines, and other equipment outside the vessel for which no work order has been opened.

The shipyard has contracted liability insurance for shipbuilding repairers and third parties with the insurance company.

The shipyard is not responsible for any damages, regardless of who would be determined as a responsible person, i.e. even if the Shipyard is the person responsible for the damage, if the amount of damage for an individual vessel or the total damage is greater than the amount of total damage stated below or the percentage of the indisputably determined value of the individual vessel.

In any case, the liability of the Shipyard per one harmful event, for a vessel at service berth (sea or land), regardless of the number of damaged vessels, may not exceed the total amount in the amount equivalent of EUR 1,000,000, within a period of one calendar year, except in the case when the damage is caused by intent or gross negligence of the Shipyard. Regardless of the aforementioned limitation, the Shipyard in the event that its liability is indisputably established, is limited liable for damage for an individual vessel up to the amount of 50% of the indisputably determined value of that vessel. The Shipyard is not obliged to pay damages from the above-agreed maximum liability limit until the Shipyard determines the amount of damage to all vessels that are covered by one damage event. After that, if the liability of the Shipyard is established, the Shipyard has the obligation to pay individual injured parties in proportion to the share of the value of the damage of each individual injured party in accordance with its capabilities.

Regardless of the above, the Shipyard has the right to agree on a different limit of liability with each client.

The user is solely responsible for the condition of the electrical installations on the vessel and any damage that could possibly be caused by the cable connected to the electrical installation of the Shipyard.

A legal or natural person who causes damage to the vessels, means of transport and equipment of the Shipyard or third parties is obliged to indemnify the Shipyard or a third party for all damage caused.

The owner of the vessel is obliged to indemnify the Shipyard or a third party for all damages arising from his vessel, which occurred as a result of non-compliance with these General Terms, Port Regulation of the Shipyard, poor maintenance of the vessel or equipment or the execution of works, caused by the owner himself, the registered crew and/or the workers/company hired by the owner or crew.

In cases where the damage to one vessel is caused by non-compliance with these General Terms, Port Regulations of the Shipyard, by the owner, owners representative, user/holder of the vessel and/or the engagement of the Shipyard's subcontractors or third parties, regardless of whether they provided services or performed works on the premises of the Shipyard on another vessel with the knowledge and permission of the Shipyard, the Shipyard does not take on the role of a mediator between the parties involved in the case.

The shipyard takes no responsibility for the risk of sinking at the sea service berth. If such a risk exists, the client is obliged to warn and request the lifting of the vessel to the land berth.

The Client fully takes the risk of any damage that may occur to the vessel or the equipment of the vessel, during the vessel's stay in the Shipyard if the damage would be caused by the condition of the vessel or the actions of third parties who are not direct employees of the Shipyard itself.

## **17. GDPR**

The Client is aware that the collected personal data are necessary for the processing of the order and the provision of the requested service and that the service cannot be provided without the collection of the necessary personal data.

The shipyard undertakes to process personal data in accordance with the General Data Protection Regulation EU 2016/679 (hereinafter: the Regulation), and all other regulations that regulate the matter of personal data protection.

More information about personal data and your rights in processing is available at [www.brodogradiliste-punat.hr](http://www.brodogradiliste-punat.hr)

## **18. INFRASTRUCTURE USAGE**

Legal entities that need to perform works on the premises of the Shipyard, before entering the premises of the Shipyard, must have concluded a Business Cooperation Agreement or obtain a permit for the use of infrastructure - work permits. The work permit can be obtained at the reception of the Yacht Service with prior notice and verification, and lasts only for the period for which it was issued. The basis for payment of such permission is usage of infrastructure Brodogradilište Punat, which include:

- Entry and exit permission, during the time of work permit validity
- Connection and consumption of electricity up to 16 A and water
- Usage of plateau and piers for boat access
- Disposal of technologic and domestic waste (cleaning of the work area not included!)
- Usage of sanitary facilities
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Preconditions for acquiring work permission are:

- a) Request with the name of the vessel, a detailed description of the work to be performed and the period service performance.
- b) Power of attorney of the vessel owner in written form, in which the subcontractor is allowed to carry out work on the owner's vessel.
- c) Certificate of company or trade registration with a list of registered activities
- d) Business liability insurance policy.
- e) List of employees who will perform the work.

The request for the issuance of a Daily Permit for the use of the infrastructure must be submitted in writing at least 3 days in advance. The request is sent to the e-mail address [yacht-service@marina-punat.hr](mailto:yacht-service@marina-punat.hr). The Shipyard Punat reserves the discretionary right to accept or reject requests. The subcontractor guarantees the work and safety of its workers. He may not perform services for which he has not received a work permit. If a legal entity needs to perform works on several occasions, it is necessary to obtain a permit and submit the necessary documentation each time

## **19. OTHER**

In the case of a dispute, the court at the registered office of the Shipyard shall have jurisdiction and Croatian law shall apply exclusively. In the case of a dispute, the Croatian version of this document shall be authoritative.

These General terms enter into force on 01.01.2026. and last until a new change. By entering in force of these General terms, the current General Terms of the Shipyard shall cease to be valid.

Punat, 01.01.2026.

BRODOGRADILIŠTE PUNAT d.o.o.