

RULEBOOK ON ESTABLISHING A COOPERATIVE RELATIONSHIP

1. GENERAL PROVISIONS

- 1.1. This Rulebook defines the manner of establishing a cooperative relationship between other legal persons or trades and the company Marina Punat d.o.o. (*Marina Punat Ltd.*) (hereinafter: Marina Punat), as well as the rights and obligations of legal persons or trades (hereinafter: the cooperator) who conclude the Business Cooperation Agreement for the use of infrastructure and/or the Business Cooperation Agreement with the right to use the business premises for performing all or part of activities from their registered activities with the company Marina Punat.

2. ESTABLISHING THE COOPERATIVE RELATIONSHIP

- 2.1. The cooperative relationship between other legal persons or trades and Marina Punat is established by signing one or more business cooperation agreements (hereinafter: the Agreement) between the cooperator and Marina Punat, in one of the following manners:

- a) By signing the Business Cooperation Agreement for the use of infrastructure.
- b) By signing the Business Cooperation Agreement for the use of infrastructure and the Business Cooperation Agreement with the right to use the business premises.

- 2.2. The cooperative relationship can be established also by granting a Daily Permit for the use of infrastructure.

The Daily Permit can be obtained at the reception of the Shipyard Punat Yacht service during regular working hours of the Yacht service, but only after submitting necessary documents (point 6) and obtaining the consent of Marina Punat. If the cooperator executes work outside of the working hours of the Yacht service reception, he is obligated to obtain the permits in advance.

The request for issuing the Daily Permit for the use of infrastructure has to be submitted in writing, by e-mail, at least 3 (three) days prior to the date for which the Daily Permit is issued. The request is delivered to the e-mail address: yacht-service@marina-punat.hr. By issuing the Daily Permit, it is implied that the cooperator being issued the Daily Permit has read, understood and accepted the Terms of Business, as well as the obligations and provisions of this Rulebook.

3. WHAT THE AGREEMENT DEFINES

- 3.1. The following is unambiguously defined in the Agreement for each cooperator with whom the Agreement is concluded:

- a) Subject of the Agreement
 - exact description of works that the cooperator is permitted to execute
 - exact area where the cooperator can execute the works defined in the Agreement
- b) Purpose of the Agreement
- c) Time of Agreement conclusion
- d) Fee
- e) Obligations of the cooperator
- f) Obligations of Marina Punat
- g) Final Provisions

3.2. In the event of concluding the Business Cooperation Agreement with the right to use the business premises, the Agreement stipulates which business premises this right refers to.

3.3. The Agreement is concluded on the day of receiving the consent of the competent body in charge of granting the concession.

3.4. The cooperator is not authorized to provide or offer his services prior to the conclusion of the Agreement.

4. PURPOSE OF THE COOPERATIVE RELATIONSHIP

4.1. The purpose of establishing a cooperative relationship between Marina Punat and other legal persons is to improve overall service provided to the clients of Marina Punat.

5. FIELD OF APPLICATION OF THE RULEBOOK

5.1. The field of application of this Rulebook is in the entire area (both land and sea) managed by Marina Punat.

6. NECESSARY CONDITIONS FOR ESTABLISHING THE COOPERATIVE RELATIONSHIP

6.1. Before establishing the cooperative relationship or issuing the Daily Permit, the potential cooperator is obligated to submit the following valid documents:

- a) A request with a detailed description of activities for which the cooperative relationship is requested
- b) Certificate of registration of the company or trade with the list of registered activities
- c) A professional liability insurance policy
- d) List of employees who will execute the work
- e) Photocopies of identity cards
- f) Valid price list

6.2. Marina Punat retains the discretionary right to accept or reject the request.

6.3. The company Marina Punat Ltd. is not obligated or authorized to allow foreign natural and legal persons to perform their activity unless they submit also the approval of the competent tax administration of the Republic of Croatia for the performance of activities.

7. PERIOD OF ESTABLISHING THE COOPERATIVE RELATIONSHIP

7.1. All cooperator agreements are concluded on the basis of a certain period.

7.2. For the cooperators with whom the cooperative relationship is concluded based on:

- a) the Business Cooperation Agreement for the use of infrastructure and/or
- b) the Business Cooperation Agreement for the use of infrastructure and the Business Cooperation Agreement with the right to use the business premises,

the duration of the Agreement is defined individually in each Agreement.

7.3. For cooperators with whom the cooperative relationship is concluded based on the daily permit for the use of infrastructure, the duration of the relationship is **one day** (1 day).

7.4. The need to enter the area of Marina Punat on multiple days has to be specified by the cooperator in the request.

7.5. Marina Punat retains the discretionary right to grant the approval for entry.

8. PRICE LIST

- 8.1. The price the cooperator is paying for the use of infrastructure is defined in Appendix 1 of this Rulebook.
- 8.2. The price of using the business premises is determined for each business premises independently and is integral part of the Business Cooperation Agreement with the right to use the business premises.

9. ENTRY INTO - EXIT FROM MARINA PUNAT AREA

- 9.1. Entry into – Exit from Marina Punat is regulated by use of Prepaid cards or by use of single-use parking cards. Ramps are opened and closed using prepaid cards.
- 9.2. Entering and exiting is monitored by cameras.

10. PREPAID CARD

- 10.1. Each cooperator with concluded cooperative relationship based on one or more Agreements is entitled to one prepaid card.
- 10.2. Every individual cooperator has to explain in writing the need for the second card, and submit the written request to Marina Punat Management.
- 10.3. Marina Punat Management retains the discretionary right to accept or reject the request.
- 10.4. The cooperators who conclude the cooperative relationship by obtaining the daily permit for the use of infrastructure **are not** entitled to the Prepaid card.

11. PERMITTED WORKS IN THE AREA OF MARINA PUNAT

- 11.1. Works that are permitted in Marina Punat:
- a) Servicing of the engine and the propulsion
 - b) Cleaning, washing and polishing vessels
 - c) Measuring, repair and mounting/dismantling awnings.

12. COOPERATOR'S OBLIGATIONS

a) GENERAL OBLIGATIONS

The Cooperator commits to perform the activities according to Croatian regulations.

The Cooperator commits to perform the activities only in the premises determined in the agreement.

The Cooperator commits to perform only the activities defined in the agreement.

The Cooperator commits to perform the activities only with the employees of his company, defined in the list enclosed with the Agreement.

The Cooperator can report to Marina Punat any person (legal or natural) whom he finds executing works in the entire area (land and sea) managed by Marina Punat, who does not have signed one of the Business Cooperation Agreements with the Shipyard Punat.

If a legal or natural person is found on the same vessel/structure on which the cooperator is doing his work, and that legal or natural person does not have signed one of the Business Cooperation Agreements, it will be deemed that the Cooperator did not want to report that person.

In cases when the Cooperator needs to engage other legal persons who do not have an established cooperative relationship with Marina Punat, for the purpose of executing the work in the area defined in this Rulebook, based on the Concession Act, the Cooperator is obligated to submit the request for approval to Marina Punat. Marina Punat retains the discretionary right to accept or reject the request.

Engaging another legal person or trade that does not have an established cooperative relationship with Marina Punat, without the approval of the Marina represents gross violation of this Rulebook.

The Cooperator commits to protect all personal data of clients, and in particular, name and surname, contact information, vessel name, vessel ownership, location of the vessel, as well as the personal data of the employees of the company Marina Punat and all third parties whose data are available to him, in accordance with the General Data Protection Regulation (GDPR). Available personal data may not be abused, delivered/provided for use or in any other way made available to third unauthorized parties, and the confidentiality of such personal data has to be protected also after termination of the contractual relationship with Marina Punat.

All the Agreements with the cooperator are automatically terminated by gross violation of this Rulebook, as defined in this Rulebook.

b) WORK CLOTHING

Cooperator's employees referred to in Appendix 1 of the Agreement have to be uniformly dressed with clearly visible name of the company.

Clothing of each individual cooperator has to be evidently different than the clothing worn by the employees of Marina Punat and other cooperators.

Clothing of all the cooperator's employees has to be tidy and clean every day.

If after 15 days from the date of signing the Agreement, cooperators' employees are not uniformly dressed, the cooperator may be prohibited to execute the work defined in the Agreement until all the cooperator's employees are uniformly dressed.

c) MARKING

The cooperators who establish their cooperative relationship according to obtained daily permit for the use of infrastructure, are obligated to prominently display work permits they obtained.

d) MACHINES, TOOLS AND EQUIPMENT

Machines, tools and equipment used by the cooperator in the area defined in the Agreement have to be in good working order and certified.

Marina Punat reserves the right to ask from the cooperator certificates of good working order / certifications of machines, tools and equipment, in particular those with which employees of Marina Punat, and other cooperators can come into contact.

Marina Punat reserves the right to prohibit work with machines, tools or equipment which are proven not to be in good working order / certified until they are repaired / certified.

Marina Punat is not liable for the good working order of machines and tools, nor for the quality of work provided by cooperators to the end user or to the cooperator for the fulfillment of obligations by the end user or client.

e) SAFETY AT WORK

For the purpose of fulfilling safety measures, the cooperator commits to equip all his employees with all necessary personal protective equipment, the use of which is prescribed within a certain area.

By signing the Business Cooperation Agreement, the cooperator guarantees that all his employees defined in the employee list enclosed with the Agreement are trained to work safely.

f) FIRE PROTECTION

All cooperator's employees listed in Appendix 1 of the Agreement have to be trained for initial fire extinguishing by the competent institution, as per regulation, and are obligated to attend internal fire protection training organized by Marina Punat, to get familiar with the hydrant network and fire protection system. Costs of internal fire protection training are borne by each cooperator individually.

g) ENVIRONMENTAL PROTECTION

The cooperator is obligated to execute works in the area of the marina in accordance with the Environmental Protection Policy of Marina Punat. The cooperator is obligated to clean the work area around the vessel where he is executing work on daily basis. In case of failure to fulfill this condition, Marina Punat reserves the right to charge for the cleaning of mentioned work area according to the price defined in the price list.

h) CONNECTION TO THE 220 V POWER GRID

Cooperators are not authorized to connect the vessel to the 220 V power grid, unless they have stipulated this authorization in their Cooperative Relationship Agreement or obtained the written approval of the Shipyard Punat in another manner.

i) CHANGE OF INFORMATION

Any change of already submitted information, the number of employees, changes of employees, company addresses, etc., has to be reported by the cooperator within 8 days from the change by sending an e-mail to the e-mail address kooperanti@brodogradiliste-punat.hr.

13. COOPERATOR'S OBLIGATIONS

13.1. The cooperator guarantees for the work of his employees.

13.2. The cooperator is obligated to compensate the injured party for any incurred material and non-material damage proven to have been caused by the cooperator or his employees.

14. TERMINATION OF THE COOPERATIVE RELATIONSHIP - AGREEMENT

14.1. Marina Punat reserves the right to terminate the Cooperative Relationship Agreement with the cooperator by a written statement, stating that the cooperator is prohibited to enter the business premises of Marina Punat, and has to compensate for the damage if the cooperator:

- a) executes work with non-certified machines, tools or equipment,
- b) executes work not defined in the Agreement,
- c) executes work in the area not defined in the Agreement,
- d) executes work with employees not defined in the Appendix of the Agreement,
- e) refuses to send his employees to internal fire protection training and other safety trainings organized by Marina Punat,
- f) charges for executed work without issuing an invoice,
- g) charges for the work below market prices,
- h) damages the reputation and visual identity of Marina Punat,
- i) contracts or mediates in the conclusion of a works execution agreement on vessels located on the permanent berth in Marina Punat for his own account, but in other locations (shipyards, ports or mooring areas),
- j) contracts or mediates in the conclusion of a works execution agreement on vessels located on the permanent berth in Marina Punat for other legal persons in other locations (shipyards, ports or mooring areas).

14.2. Violation of these limitations is considered gross violation of the cooperative relationship.

MARINA PUNAT D.O.O.
(MARINA PUNAT LTD.)

B. Renata Marević

Director

APPENDIX 1

PRICE LIST

FEES FOR THE USE OF INFRASTRUCTURE								
ACTIVITY	FEE FOR THE COOPERATORS WITHOUT A BUSINESS COOPERATION AGREEMENT WITH THE RIGHT TO USE BUSINESS PREMISES (VAT INCLUDED)				FEE FOR COOPERATORS WITH A BUSINESS COOPERATION AGREEMENT WITH THE RIGHT TO USE BUSINESS PREMISES (VAT INCLUDED)			
	Annual lump sum	Amount in HRK according to the fixed conversion rate 7.53450	Use of infrastructure annually per employee	Amount in HRK according to the fixed conversion rate 7.53450	Annual lump sum	Amount in HRK according to the fixed conversion rate 7.53450	Use of infrastructure annually per employee	Amount in HRK according to the fixed conversion rate 7.53450
CATEGORY I	€ 3,310.00	HRK 24,939.20	€ 660.00	HRK 4,972.77	€ 1,655.00	HRK 12,469.60	€ 330.00	HRK 2,486.39
Mechanical work								
Work on the vessel's hull (plastic works, work on wood and painting)								
Electrical work								
Washing and polishing vessels								
CATEGORY II	€ 2,650.00	HRK 19,966.43	€ 530.00	HRK 3,993.29	€ 1,325.00	HRK 9,983.21	€ 265.00	HRK 1,996.64
Electronic work								
Steel and metal work								
Hydraulics and pneumatics + propulsion								
CATEGORY III	€ 2,120.00	HRK 15,973.14	€ 420.00	HRK 3,164.49	€ 1,060.00	HRK 7,986.57	€ 210.00	HRK 1,582.25
Boat care								
Heating and cooling systems								
Monitoring vessels								
CATEGORY IV	€ 1,060.00	HRK 7,986.57	€ 200.00	HRK 1,506.90	€ 530.00	HRK 3,993.29	€ 100.00	HRK 753.45
Repair and making of awnings								
Upholstery services								
Maintenance of fire protection equipment								
Mediation in the purchase and sale of vessels								
Vessel transport by sea and land								
Providing assistance for vessels at sea								
Work on masts and sails								
USE OF INFRASTRUCTURE WITHOUT AN AGREEMENT ON THE USE OF INFRASTRUCTURE			USE OF INFRASTR. PER EMPLOYEE PER DAY	Amount in HRK according to the fixed conversion rate 7.53450				
All categories			€ 100.00	HRK 753.45				