

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 Brodogradilište Punat d.o.o. (*Shipyard Punat Ltd.*) (hereinafter: Shipyard 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 Shipyard Punat.

2. ESTABLISHING THE COOPERATIVE RELATIONSHIP

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

By signing one or both Agreements, it is implied that the cooperator has read, understood and accepted the Terms of Business, as well as the obligations and provisions of this Rulebook.

- 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 the MPG company on whose premises the works will be executed. 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) Obligations of the cooperator

- e) Obligations of the Shipyard Punat
- f) 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 the Shipyard Punat and other legal persons is to improve overall service provided to the clients of the Shipyard 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 the Shipyard 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

Cooperators with *Daily Permit*

- g) Power of attorney of the vessel owner in written form allowing that cooperator to execute the works on the owner's vessel

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

6.3. The Shipyard Punat 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 the Shipyard Punat on multiple days has to be specified by the cooperator in the request.
- 7.5. The Shipyard 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 THE SHIPYARD PUNAT AREA

- 9.1. Entry into and exit from the Shipyard Punat area is regulated by ramps.
- 9.2. Ramps are opened and closed using prepaid cards.
- 9.3. Parking in the area of the Shipyard Punat is prohibited.
- 9.4. 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 the Shipyard Punat Management.
- 10.3. The Shipyard 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. DAILY WORKING HOURS IN THE AREA OF THE SHIPYARD PUNAT

- 11.1. Daily working hours in the Shipyard Punat are determined by the working hours of the Shipyard Punat from Monday to Saturday from 8.00 AM - 4.00 PM.
The cooperator can also continue working after 4.00 PM until street lights turn on (in the winter period) or until 8.00 PM (whichever is first), provided that the works executed after 4.00 PM do not produce noise exceeding 55 dB.
In the period from 15 June to 15 September every year, unless specified otherwise, noisy work (above 55 dB) can commence only after 10.00 AM.
- 11.2. The cooperator has to send the request to work before 8.00 AM, after 8.00 PM (or after the street lights turn on), and on Sundays and/or holidays at least 3 days in advance, in writing, to the Shipyard Punat via the e-mail address kooperanti@brodogradiliste-punat.hr.
- 11.3. The Shipyard Punat retains the discretionary right to accept or reject the request.

12. PERMITTED WORKS IN THE AREA OF THE SHIPYARD PUNAT

12.1. Works that are permitted in the Shipyard Punat, under strict compliance with the Terms of Business of the Shipyard Punat:

- a) Servicing of the engine and the propulsion
- b) Cleaning, washing and polishing vessels
- c) Measuring, repair and mounting/dismantling awnings
- d) Major repair of the engine or propulsion that demands disassembly and/or taking out of the engine, disassembly and/or taking out of the propulsion.
- e) Repair of plastics, wood and metal of the ship's hull
- f) Sanding the vessel surfaces.
- g) Applying paint by spraying (only in closed premises – hall or tent)
- h) Steel and metal works and electrical-welding works
- i) Any other work that presents the risk of environmental pollution or endangering the property of others.

Note: The cooperator is obligated to undertake all necessary measures to prevent environmental pollution or endangering the property of others

12.2. For activities that demand the use of power tools for the preparation of the surface or tools for applying paint by spraying, the cooperator is obligated to undertake all the protection measures for the environment and other vessels in the manner that these activities are executed in closed spaces (hall or tent).

12.3. When sanding the underwater part of the vessel with power tools, the cooperator is obligated to use **only** the power tools with a vacuum cleaner.

13. 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 in Appendix 1 of the Agreement.

The Cooperator can report to the Shipyard Punat any person (legal or natural) whom he finds executing works in the entire area (land and sea) of the Shipyard, 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 or trades who did not establish the cooperative relationship with the Shipyard 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 the approval of engaging another legal person or trade to the Shipyard Punat. When submitting the request, the cooperator is obligated to submit all the necessary documents defined in this Rulebook.

The Shipyard 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 the Shipyard Punat, without the approval of the Shipyard 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 Shipyard 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 the Shipyard 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 the Shipyard Punat and other cooperators.

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

When executing the work in the area of the Shipyard Punat, all the cooperators' employees have to have:

- Protective work clothing
- Work shoes
- Gloves
- Safety goggles
- Head protection

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.

The Shipyard 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 the Shipyard Punat, and other cooperators can come into contact.

The Shipyard 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.

The Shipyard 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 Appendix 1 of the Agreement are trained to work safely.

The use of head protection is obligatory in the area of the Shipyard Punat.

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 the Shipyard 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 clean the work area around the vessel where he is executing work on daily basis. In case of failure to fulfill this condition, the Shipyard 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 and 380 V POWER GRID

Cooperators are not authorized to connect the vessel to the 220 V or 380 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.

14. COOPERATOR'S OBLIGATIONS

- 14.1. The cooperator guarantees for the work and safety of his employees.
- 14.2. The cooperator is responsible for the quality of the service provided to the end user.
- 14.3. 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, his employees and/or the company and its employees engaged by the cooperator, for which the cooperator originally obtained the approval of engagement from the Shipyard Punat.
- 14.4. If the cooperator is the job holder on the structure where work is performed, he is obligated to warn everyone staying at the structure during its stay in the area of Shipyard Punat of all the regulations, rules and limitations defined in this Rulebook and/or concluded agreements with the Shipyard Punat.

15. TERMINATION OF THE COOPERATIVE RELATIONSHIP - AGREEMENT

- 15.1. The Shipyard 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 the Shipyard 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 Appendix 1 of the Agreement
 - e) refuses to send his employees to internal fire protection training and other safety trainings organized by the Shipyard 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 the Shipyard Punat
 - i) contracts or mediates in the conclusion of a works execution agreement on vessels located in the Shipyard 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 in the Shipyard Punat for other legal persons in other locations (shipyards, ports or mooring areas)
 - k) contracts or mediates in the conclusion of a works execution agreement on vessels located in the Shipyard Punat for other legal persons who do not have a cooperative relationship with the Shipyard Punat
- 15.2. Violation of these limitations is considered gross violation of the cooperative relationship.

BRODOGRADILIŠTE PUNAT D.O.O.
(SHIPYARD PUNAT LTD.)

Mario Wagner
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								
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
Monitoring vessels								
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				