

GENERAL TERMS OF BUSINESS OF MARINA PUNAT d.o.o.

I. GENERAL PROVISIONS

Article 1

- 1.1. These General Terms of Business apply to users of the services provided by the nautical tourism port – MARINA Punat d.o.o. Punat.
- 1.2. It is hereby established that the Marina operates in an area open to the access and passage of citizens without special notice to Marina employees. All users of the Marina thereby accept the obligation of due care regarding their own property, as well as the property of third parties.
- 1.3. These General Terms of Business govern the mutual rights and obligations of the Marina and the users of its services.
- 1.4. In the text of these General Terms of Business, the following terms have the following meanings:

Vessel – any registered object intended for navigation, which is the subject of the Permanent Berth Contract or the Transit Berth Contract.

Vessel Owner – a person designated as the owner of the Vessel in the relevant legal document. They may not necessarily be a contracting party or the Berth User. When entering into the Berth Contract and throughout its subsequent implementation, the Marina is not obligated to verify the identity of the Vessel Owner.

Storage User – a Berth User with an active Berth Contract who has contracted with the Marina to lease equipment storage.

Berth User – any natural or legal entity who, as a contracting party, has entered into the Permanent Berth Contract or the Transit Berth Contract with the Marina.

By entering into the Berth Contract, a contracting party who does not own or does not hold 100% ownership of the Vessel explicitly affirms that they have duly informed the owner or co-owners about the conclusion of the Permanent Berth Contract or the Transit Berth Contract with the Marina. Additionally, they acknowledge that the Vessel is situated in the Marina and that the Marina possesses the exclusive right to retain the Vessel as well as to exercise lien on the Vessel for unpaid Berth Fees and damages for which the Berth User is accountable.

The Marina is not obligated to enter into the Berth Contract with multiple Berth Users with regard to the same Vessel (e.g., co-owners of the Vessel). A power of attorney is not required for the conclusion of the Berth Contract, as the person in possession of the Vessel is deemed its lawful possessor for the purpose of concluding the Berth Contract.

Attorney-in-Fact – a person to whom the Berth User has granted a written power of attorney to retrieve deposited keys, arrange lifting/lowering services, and transport the Vessel by land outside the Marina.

The sole authorized person eligible to issue a power of attorney is the Berth User (the person who entered into the Berth Contract).

The Marina is not authorized to accept work orders on Vessels.

The Marina reserves the right to evaluate the validity of the authorization within the power of attorney and may seek the approval of the Berth User.

Charter – engaging in the economic activity of leasing a Vessel with or without crew.

Berth – an area in the sea or on land temporarily assigned to the Berth User by the Marina for the accommodation of their Vessel.

Permanent Berth Contract – a contract entered into by the Berth User with the Marina, typically spanning a period of at least six months.

Transit Berth Contract – a contract entered into by the Berth User with the Marina for a generally shorter period, up to 6 months.

Article 2

- 2.1. The Marina ensures compliance with all standards mandated by the relevant regulations of the Republic of Croatia. It affirms its commitment to maintaining the port, along with all its infrastructure, buildings, plants, and other port equipment, in a well-organized and satisfactory condition, thus exercising the care expected of a prudent business operator and adhering to professional norms.

Article 3

- 3.1. All Marina services are subject to charges as per the Price List in effect at the time when a particular service is presented to the user. The user is deemed to be acquainted with the applicable Price List by either signing the contract or utilizing the service in the instance of a transit berth. The currently valid Price List is accessible on the Marina's website.

Article 4

- 4.1. Vessel users using the berth in the Marina, crews and other persons authorized to stay on the Vessels, i.e. all users of the Marina services, are obligated to adhere to these General Terms of Business and the relevant Ordinance on the Order in the Port of Marina Punat. In the event of non-compliance with the aforementioned regulations, the Marina reserves the right to refuse service provision, particularly the use of berths, and may revoke the granted berth for use.
- 4.2. The Marina reserves the right to decline the conclusion of the Berth Contract, refuse to extend an already concluded Berth Contract, or deny the provision of additional services (e.g., lifting and lowering the Vessel, transit berth service, etc.) without additional explanation.

Article 5

- 5.1. The Berth User and persons authorized by them in accordance with the Marina's regulations, who are located at the berth in the Marina, are obligated to ensure the security of their Vessel and its equipment with due care. Moreover, they are obligated to equip the Vessel with high-quality and suitable mooring ropes and fenders for the entire duration of the Vessel's stay in the Marina. Should the Vessel lack appropriate mooring ropes, the Marina may, in exceptional cases, temporarily equip the Vessel with quality ropes or do so permanently at the expense of the Vessel user, without prior notice. The Marina is not obligated to perform repairs, except for those related to the Vessel's equipment.
- 5.2. The Berth User assumes sole liability for ensuring the proper functioning and technical safety of the Vessel within the contracted berth (e.g., risk of sinking, fire, hull damage, rainwater retention, etc.). The Marina has complete autonomy to decide on whether a specific Vessel, be it at sea, in dry dock, or for which the Berth Contract is yet to be concluded, complies with proper functioning and technical safety standards. This decision is made without further explanation (expert appraisals or additional tests are not required). In light of the aforementioned, the Marina reserves the right to terminate the Berth Contract, decline contract extension, or refuse to enter into a new Berth Contract. Furthermore, the Marina has the authority to terminate the Berth Contract within 90 days of its conclusion or immediately after the arrival of the Vessel, should a technical malfunction be identified.
- 5.3. Following the expiration or termination of the Berth Contract, the Marina reserves the right to transfer the Vessel to a third party without requiring the consent of the Vessel Owner or the Berth User if it is left abandoned on dry dock or sea berth within the Marina.
- 5.4. During the Vessel's stay in the Marina, the Berth User shall exclusively use services provided by the maintenance facility authorized by the Marina. Additionally, the Berth User shall have the maintenance performed solely on the premises of Brodogradilište Punat d.o.o. (Punat Shipyard Ltd.).

VESSEL MONITORING

Article 6

- 6.1. Pursuant to Article 673.n of the Maritime Code, the Marina provides Vessel monitoring services through external inspections only. These inspections, which do not involve detailed scrutiny of the equipment by the mariners,

take place a maximum of twice within a 24-hour period or, at a minimum, every 12 hours. This implies that the mariners are not obligated to monitor Vessels during the period between two visits within a 12-hour timeframe.

- 6.2. As outlined in these General Terms of Business, the Marina offers specified Vessel monitoring services only when it is distinctly evident that neither the Berth User nor other persons are present on or near the Vessel. If the mariners observe that the Vessel is accessible, or there is light inside it, or the Berth User has validated their presence in the Marina via the entry card, or if other circumstances clearly indicate the use of the Vessel, the Berth User is considered to have control over the Vessel. In such cases, the Marina is not obligated to inspect the Vessel during this period.
- 6.3. Vessel monitoring is conducted by visiting the Vessel at the sea berth without entering it. This is done solely from land or the pier to the extent that the mariners can traverse the piers without lingering at each individual Vessel for more detailed monitoring of each Vessel individually.
- 6.4. Similarly, during dry dock monitoring, the mariners conduct inspections by traversing between piers in daily cycles. They do not circumnavigate each individual Vessel and do not perform detailed inspections of the sides that are not visible when passing between piers.
- 6.5. The mariners are not obligated to record damages on the Vessel unless they pose a risk of ignition or sinking (e.g., they are neither capable nor obligated to monitor alterations in the waterline of the Vessel).
- 6.6. The Marina assumes no liability for preventing the occurrence and spread of fires in situations where the Marina could not detect or initiate timely extinguishing of fires due to the rapid spread of fire.
- 6.7. Typically, the lateral distance between Vessels at dry dock is between 50 and 150 cm. The Marina is not obligated to ensure a larger distance between them to allow the entry of firefighting vehicles between two Vessels on the lateral side.
- 6.8. The Marina assumes neither obligation nor liability for the storage and maintenance of the Vessel's equipment, including fenders, damage to fences, damage or loss of tarpaulin, pillows, sails, and sail equipment, etc. Specifically, the Marina is not obligated to inspect and remove rainwater from tarpaulins or Vessels, nor to verify the proper functioning of tarpaulins.
- 6.9. The Marina has the right to offer additional services, such as inspecting the Vessel and taking photographs using the "Proactive Boat Care" system, without any obligation. However, the Marina assumes neither obligation nor liability for monitoring the Vessel beyond what is stipulated in this provision. It is specified that the Marina's obligation is limited to one visit within a 12-hour timeframe. In the event of additional visits more frequently than committed within the 12-hour period, the Marina assumes no liability for any failure to react or notify the Berth User. While the Marina is not obligated, it reserves the right to provide the Berth User with photographs or other notifications of the visit to their Vessel. The Marina assumes neither obligation nor liability for noting changes or comparing the Vessel's condition with its state during the Berth User's last visit.

Surveillance of Vessels over 24 m in Length Overall (LOA)

Article 7

- 7.1. The Berth User who secures a berth for a Vessel exceeding 24 m LOA is responsible for its continuous monitoring, requiring a minimum of one person. In this context, the Berth User holds exclusive responsibility for the ongoing monitoring of such a Vessel, and it does not fall under the purview of the Marina. With regard to these Vessels, the monitoring service is restricted to the technical safety aspects of the utilized mooring (mooring and coastal infrastructure), as the Marina does not provide monitoring when the Berth User or a person authorized by them is on board. The Marina is not obligated to verify the continuous presence of at least one person on the Vessel.

Video Surveillance and Sensors

Article 8

- 8.1. Video surveillance for Marina's needs:
The Marina is authorized, yet not obligated, to implement video surveillance across its premises as deemed necessary for its operational requirements. The Marina assumes neither obligation nor liability for upholding a

video surveillance system on any specific part of the Marina or for keeping video recordings for any purpose. Additionally, the Marina is not obligated to share data collected through video surveillance with third parties.

8.2. Webcams

The Marina is authorized, yet not obligated, to provide its users with public access through its website using webcams placed throughout its entire area.

Additionally, the Marina is authorized, yet not obligated, to provide Berth Users with access to berths via the Marina Punat mobile application using webcams placed throughout its entire area.

8.3. The Marina assumes no liability for any data that can be discerned using the two aforementioned methods or any other technical means.

Neither the Marina nor its employees are obligated to take any action (e.g., damage prevention) based on information and data made available through video surveillance.

8.4. Sensors

In instances where the Berth User installs sensors (e.g., smoke sensor, temperature sensor, bilge sensor, battery sensor), regardless of the type of sensors or any other sensors, as well as regardless of the entity selling/donating and/or installing the sensors, the Marina is not obligated to take any action (e.g., damage prevention) based on the information and data made available in this manner.

By acquiring data through sensors, the Marina offers a heightened understanding of the Vessel's condition without assuming neither obligation nor liability for the proper functioning of the sensors or taking action based on sensor data.

8.5. All the aforementioned forms of technical monitoring by the Marina, along with other forms of technical monitoring across any area of the Marina, do not impact the obligations of the Marina concerning the surveillance of Vessels. These obligations are explicitly governed by these General Terms of Business.

OTHER GENERAL PROVISIONS

The Right to Deposit Spare Vessel Key

Article 9

9.1. The Berth User has the right to deposit a spare key at the Marina exclusively for safekeeping by signing a certificate of receipt and deposit. The Marina is not obligated to grant the key deposit request, but has the right to fulfill such a request at its discretion.

9.2. The Marina is neither authorized nor obligated to use a deposited key in order to enter the Vessel without the prior request of the Berth User. This includes situations where there is suspicion of damage. In such cases, the Marina shall handle the situation in the same manner as it would with regard to Vessels for which no spare key has been deposited.

9.3. The Marina shall provide a spare key to a third party upon request or on the basis of a power of attorney given by the Berth User, whereby it assumes no liability for verifying the accuracy of said documentation.

9.4. Spare Vessel keys shall be entered in the deposited key log, and any subsequent handover will require the signature of the recipient. Additionally, the Marina assumes no liability for monitoring when and from whom a spare key is returned.

9.5. The key handover service is operated as a free service. The Berth User voluntarily leaves a spare key with the Marina at their own risk, for their own needs, and upon their own request. The Marina assumes no liability either for the spare key itself or for the persons using it.

Equipment Storage Rental

Article 10

10.1. The Berth User with an active Permanent Berth Contract may arrange the rental of equipment storage as an additional payment service. The purpose of leasing a storage facility is intended for the storage of equipment, and not for the Storage User's accommodation or engagement in other activities within the storage facility. In

providing this service, the Marina assumes no liability for the loss or damage to items left in the storage facility by the Storage User or any third party. The Marina is authorized to use an alternate storage key for inspecting the condition of the storage facility or retrieving its equipment from said facility.

- 10.2. The Storage User exclusively assumes personal responsibility for any damage that their belongings may cause to the Marina and to third parties.
- 10.3. The Marina is not obligated to ensure the availability of 220 V electricity in the storage facilities and holds no liability for damages resulting from power failures or disconnections in the storage facilities.
- 10.4. The Marina is not obligated to enter into a Storage Services Contract or to extend the duration of the previous one without providing any further explanation to the Storage User.

Vessel Lifting and Lowering Services

Article 11

- 11.1. These Terms of Business do not govern the relations between the Berth User and Brodogradilište Punat d.o.o. with regard to Vessel lifting and lowering services as well as other services provided by Brodogradilište Punat d.o.o.
- 11.2. Marina Punat is not obligated to undertake the lifting of the Vessel onto land or lowering it into the sea upon the request of the Berth User. The Marina will, based on its own technical assessment, either approve or reject the request to raise or lower the Vessel. The Marina has the right to exceptionally lift the Vessel without the explicit request from the Berth User or the Vessel Owner with the aim of preventing damage, contingent on the practical possibilities for action in such a situation.
- 11.3. The Marina will exclusively follow the orders of the Berth User who is a contracting party, and not the orders of third parties, regardless of whether they are the Vessel Owner or a person who enjoys certain rights on the Vessel. This does not affect the Marina's assessment regarding the execution of the service or request.
- 11.4. The Berth User and other persons who are not employees of the Marina are not authorized to move within the work zone of the crane. The Marina assumes no liability for injuries and other damages arising from the operation of the crane.

SPECIAL REQUIREMENTS

Article 12

- 12.1. Special requirements may be separately agreed upon with regard to Vessels longer than 24 m in length overall (LOA), or heavier than 100 GRT, or older than 15 years.
- 12.2. Special requirements that are agreed upon separately apply to Vessels registered for commercial purposes (e.g., for the provision of accommodation services on board – charter, renting, etc.).
- 12.3. These General Terms of Business apply to the aforementioned Vessels, except for those terms that are agreed upon separately.
- 12.4. According to the currently valid Price List and the General Terms of Business, legal or natural persons who own Vessels registered for commercial purposes and their users, as well as legal or natural persons who manage these Vessels, cannot enjoy the benefits that are intended for users of berths for private use. This exclusion applies unless such benefits have been separately agreed upon.

LIABILITY FOR DAMAGES

Article 13

- 13.1. If a user of the Marina services causes damage to the Marina or other users of the Marina services, either through their actions or negligence, they shall be obligated to fully compensate for the damage in accordance with the positive regulations of the Republic of Croatia.

If the damage is caused by the malfunction of the Vessel itself, which could not be detected by the Marina employees within the framework of their obligations to inspect the Vessel prescribed herein, the Marina assumes no liability for compensating damages. This applies both to the Berth User from whose Vessel the damage originated or was caused and to the users of other berths, users of other Vessels, or owners of other Vessels affected by such damage.

- 13.2. The person responsible for material and non-material damage to the property of the Marina, the property of other Berth Users, and the property of third parties, as well as for damage due to environmental pollution caused by the crew or other persons authorized to stay on board, or caused as a result of some defect on the Vessel or its equipment, or as a result of poor maintenance of the Vessel or its equipment, assumes liability for said damage.
- 13.3. The Berth User assumes sole responsibility for damages that may arise from a cable connected to the Marina's 220 V electrical installation.

Article 14

- 14.1. Within the framework of its activities, especially within the obligations outlined in these General Terms of Business, the Marina assumes liability for damages only if the damage results from gross negligence on the part of the Marina or its employees.
- 14.2. The Marina assumes liability only for damages for which it is liable on the basis of legal liability, i.e. damages caused by the employees of the Marina, for which the Marina would assume liability according to a court judgment. The Marina has liability insurance contracted for owners of nautical tourism ports to cover third-party claims. This insurance covers damages for which a nautical tourism port is liable to the person who has entered into a contract for the use of nautical tourism services or to third parties.
- 14.3. Damage compensation claim is to be supported by the record of competent official bodies to assess its validity. If this is not possible, the assessment of the claim's validity shall be entrusted to the competent court.
- 14.4. The Marina assumes no liability for damages and other consequences resulting from non-compliance with these General Terms of Business and the Ordinance on the Order in the Port of Marina Punat.
- 14.5. The Marina assumes no liability for damages that could not have been identified, foreseen, prevented, eliminated, or reduced through regular inspection, as regulated by these General Terms of Business.
- 14.6. The Marina assumes no liability for damages caused by repairers, subcontractors, proxies, and third parties, whether or not they provided services within the Marina, even if their services were known to the Marina.
- 14.7. The Marina assumes no liability for damages related to the use of ladders or associated with the entry or exit of the Berth User and its crew members on Vessels located on land. Additionally, the Marina assumes no liability for damages resulting from the use of piers and land space in relation to objects, cables, and any other elements that may cause harm to the Berth User as a pedestrian.
- 14.8. The Marina assumes no liability for damages, regardless of who has been identified as the responsible party. This includes instances where the Marina is deemed liable, provided that the cost of damage related to an individual Vessel or the cost of total damage surpasses either the specified minimum cost of total damage or the percentage of the indisputably determined value of an individual Vessel.
Whichever is applicable, the Marina's liability for a single harmful event, related to a Vessel on a permanent or transit berth, regardless of the number of damaged Vessels, may not exceed the total amount equivalent to EUR 1,000,000.00 within a one-calendar-year period, except in cases where the damage is a result of the Marina's intent or gross negligence. Despite the previously mentioned limitation, if its liability is incontrovertibly established, the Marina's liability for damages to an individual Vessel is restricted to an amount not exceeding 50% of the indisputably determined value of said Vessel.
The Marina is not obligated to compensate damages beyond the agreed maximum limit of liability mentioned above until it assesses the cost of damage for all Vessels affected by a single harmful event. Subsequently, if its liability is confirmed, the Marina is obligated to compensate individual injured parties proportionally based on the cost of the damage for each individual injured party.

Article 15

- 15.1. The Marina assumes neither obligation nor liability for verifying the proper functioning of fire-fighting equipment on the Vessels as well as of any other equipment on the Vessel in terms of fire prevention.
- 15.2. The Marina assumes neither obligation nor liability for monitoring or preventing actions of persons on board that may contribute to the occurrence of fire.
- 15.3. Due to the contracted Vessel supervision intervals of 12 hours, the Marina personnel is neither able nor obligated to inspect each individual Vessel at intervals shorter than 12 hours. Therefore, the Marina assumes neither obligation nor liability for detecting a possible occurrence of fire in periods of less than 12 hours.
- 15.4. In case of a fire, the Marina personnel shall take appropriate measures to prevent the spread of fire and extinguish it within the objective possibilities, without risking the health and life of the persons involved. However, the Marina does not guarantee in any way that it will be able to prevent either the occurrence or spread of fire on the Vessel from which the fire originated or on other Vessels that may be affected.
- 15.5. The Marina assumes neither obligation nor liability for determining whether there are persons present on the Vessels that would be endangered by the fire. However, in the specific case, it will take reasonable measures, depending on objective circumstances, to determine the presence of persons on endangered Vessels.
- 15.6. The measures and procedures that the Marina personnel will undertake after a fire occurrence are entirely at the discretion of their autonomous assessment in the specific case. This includes decisions regarding the use of fire extinguishing equipment and measures to prevent the spread of fire.
- 15.7. The Marina personnel is familiar with and adheres to the General Fire Protection Act (Ordinance) of Marina Punat d.o.o. in the event of a fire, which outlines a detailed procedure in such cases. Upon the Berth User's request, the Marina will provide access for inspection of the aforementioned General Fire Protection Act (Ordinance) of Marina Punat d.o.o.

II. PERMANENT BERTH IN THE MARINA

Permanent Berth Contract

Article 16

- 16.1. The Permanent Berth Contract encompasses the provision of permanent berth utilization in the Marina, either at sea or on land, typically for a duration of twelve (12) months, and only exceptionally for six (6) months.
- 16.2. The Permanent Berth Contract is concluded in accordance with the Maritime Code, incorporating provisions related to the monitoring services, along with other rights and obligations stipulated for both the Marina and the Permanent Berth User.
- 16.3. The utilization of the permanent berth service is considered to be rendered when a written Permanent Berth Contract has been formally concluded between the Marina and the Permanent Berth User.

The Permanent Berth Contract is considered to be validly concluded if the Marina:

- received a scanned signed copy of the Permanent Berth Contract via email or directly
- received an email notification from the Permanent Berth User expressing agreement to the proposed Permanent Berth Contract
- received an electronic confirmation via the Marina business application.

The Marina designates a permanent berth for an individual Vessel in accordance with the Ordinance on the Order in the Port of Marina Punat and its berth plan. The Marina is authorized, as deemed necessary by its independent assessment, to relocate a Vessel with a concluded Permanent Berth Contract to another berth within the Marina. This action does not require special approval from the Permanent Berth User, although they will be promptly notified of the impending berth change. Any change of berths within the Marina during the term of the Permanent Berth Contract does not impact the liability of the Marina.

- 16.4. In addition to signing the Permanent Berth Contract, the Permanent Berth User is obligated to provide the Marina with a copy of the Vessel document, a copy of their passport or ID card as a natural person, or an excerpt from the register as a legal entity.
- 16.5. The Permanent Berth Contract remains valid even if the Permanent Berth User fails to fulfill the obligation to submit any of the aforementioned documents. The Marina is neither obligated nor liable to the Permanent Berth User, third parties, or competent authorities regarding rights related to Vessel ownership or usage for which the Permanent Berth Contract has been established. The Marina has no authority to prevent the potential transfer of Vessel possession by individuals asserting ownership or usage rights, nor does it have the capacity to influence the resolution of legal disputes concerning the Vessel.
- 16.6. The primary means of communication is considered to be the email address provided by the Permanent Berth User during the conclusion of the Permanent Berth Contract. The Permanent Berth User can update their contact email address by notifying the Marina through the previously provided email or in person by signing the form at the Marina premises.
The Marina is not obligated to act upon requests sent from an email address that is not properly recorded.
- 16.7. The Marina has the right to unilaterally terminate the Permanent Berth Contract if there are doubts regarding the Permanent Berth User's identification.
- 16.8. The Permanent Berth User may receive a partial refund of the Berth Fee only under exceptional circumstances. This applies if the Permanent Berth User has entered into a twelve-month Permanent Berth Contract and submits a written termination statement within the initial 60 days of the contract. In such cases, the Permanent Berth User is eligible for a 50% refund of the agreed Berth Fee. It is important to note that this rule does not apply to the first contractual year.

Rights and Obligations of the Marina

Article 17

- 17.1. The Marina will ensure the Permanent Berth User's access to the berth in compliance with these General Terms of Business, the Permanent Berth Contract, the Price List, and the Ordinance on the Order in the Port of Marina Punat.
- 17.2. The Marina provides access to well-maintained and adequately equipped sanitary facilities.
- 17.3. Upon conclusion of the Permanent Berth Contract, the Marina will issue a coded card to the Permanent Berth User ensuring a 24-hour access by motor vehicle to the Marina premises. However, this access does not preclude the right of third parties, as determined by the Marina, to enter the Marina premises by motor vehicle.
The Marina is not obligated to allocate parking spaces for vehicles other than one personal vehicle (e.g., campers, trailers, etc.). In this regard, the Marina provides a parking space within its premises, without specific zoning considerations.
- 17.4. The Marina assumes no liability for damages related to motor vehicles, trailers, and other items left by the Permanent Berth User in the parking lot.
- 17.5. The Marina ensures a designated space for trailers in the vicinity of the Marina subject to a fee. Trailers may only be stored empty, whether open or closed, and for their intended purpose. The Marina assumes no responsibility for trailer storage, damage to trailers, or any loss or damage to items inside or on the trailers. In the case of trailers found in the Marina or the designated trailer parking area without prior notification and storage contract, the Marina reserves the right to impose additional fees for storage and/or relocation of such trailers.
- 17.6. If the Permanent Berth User fails to notify the Marina of an extended absence from their berth, the Marina may utilize and/or rent the berth to another user. The Permanent Berth User shall be informed thereof accordingly. In such a scenario, the Marina is required to vacate the berth with one day's notice before the Permanent Berth User's return.
If the Permanent Berth User has informed the Marina of their absence, the Marina is under no obligation to permit the Permanent Berth User to use the berth during that period, irrespective of whether they return before the end of the specified period.

Obligations of the Permanent Berth User

Article 18

18.1. The Permanent Berth User is obligated to:

- a) pay the agreed Berth Fee in the Marina as per the agreed-upon method and schedule;
- b) attend to the maintenance of the Vessel diligently while it is berthed in the Marina, demonstrating the care expected of a responsible Vessel Owner. If the Marina determines that the Permanent Berth User is not maintaining the Vessel appropriately, it reserves the right to take measures to safeguard the property at the Permanent Berth User's expense;
- c) equip the Vessel with suitable mooring ropes and fenders;
- d) notify the Marina of any changes regarding the contracted email address, with the change considered valid if sent from the previously contracted email address. Messages sent by the Marina to the last known email address of the Permanent Berth User are deemed duly delivered;
- e) notify the Marina of any changes regarding telephone numbers for emergency contact via email; the Marina assumes no liability for communication conducted by telephone.
- f) identify themselves as the Permanent Berth User for the purposes of direct communication at the Marina reception. The Marina assumes no liability in the event of a misunderstanding regarding requests or services agreed verbally at the reception without written confirmation by email or via the Marina applications.

18.2. The Permanent Berth User may not:

- a) rent or lend the berth to third parties for use;
- b) utilize any part of the port, facilities, vessels, or vehicles within or on the Marina property for commercial purposes, unless a separate contract for such activities has been concluded with the Marina;
- c) make any modifications or alterations to the equipment and installations of the Marina;
- d) display notices or advertisements on its Vessel without the explicit permission of the Marina Management.

Cancellation and Termination of the Permanent Berth Contract

Article 19

19.1. The notice period for cancelling the Permanent Berth Contract is 30 days from the date of receiving a written cancellation letter by the Permanent Berth User. If neither party explicitly cancels the Permanent Berth Contract, it will be automatically extended to the next year with terms and prices according to the offer, provided the Berth Fee for the previous year has been settled. The rights of the Permanent Berth User regarding the paid Berth Fee will be subject to the applicable Price List.

19.2. The Permanent Berth Contract does not apply to another Vessel.

19.3. The Marina may terminate the Permanent Berth Contract in the case of a gross violation of these General Terms of Business or the Ordinance on the Order in the Port of Marina Punat, or non-payment of the Permanent Berth Contract.

In determining the reasons for termination, the Marina autonomously assesses the merits and, if applicable, has the discretion to relocate the Vessel to another suitable sea or dry berth.

Termination letter is considered duly delivered by the Marina if a termination notice, including the calculation of all costs incurred, has been sent to the Permanent Berth User's email address they have provided to the Marina.

19.4. The Marina reserves the right to retain the Vessel and establish a lien on both the Vessel and equipment for any outstanding claims arising from provided services, measures taken at the expense of the Permanent Berth User, compensation for damages, and other claims specified in these General Terms of Business and the relevant Ordinance on the Order in the Port of Marina Punat. The Permanent Berth User acknowledges and agrees that the Marina, without further questioning or approval, may exercise its lien and retention rights in said cases. The Marina shall decide at its own discretion whether to put the Vessel ashore to secure its claims, whereby the Permanent Berth User shall bear all associated costs.

Following the expiration of the paid berth period, the Marina reserves the right to transfer the Vessel from the sea berth to the dry berth without prior notice to the Permanent Berth User or Vessel Owner. This action is intended to facilitate the Marina's exercise of its right to legal and physical detention of the Vessel until the outstanding debt is settled. After an additional six (6) months, the Marina also has the right to relocate the

Vessel outside the Marina and place it on land with a third party. These measures are taken to free up a berth in the Marina and mitigate potential damages.

- 19.5. The Marina has the right to transfer (cede) any claim arising from the Permanent Berth Contract without requiring additional consent from the Permanent Berth User or the Vessel Owner. In such a case, the Marina holds the right to transfer the Vessel for which the Permanent Berth Contract was concluded to a third party. The notice of cession is considered to be duly executed with regard to the Permanent Berth User as a cessionary if the Marina sends a notice via registered mail to the address specified by the Permanent Berth User in the Permanent Berth Contract, irrespective of whether the Permanent Berth User receives the registered mail.

III. TRANSIT BERTH

Transit Berth Contract

Article 20

- 20.1. The subject of the Transit Berth Contract includes the provision of services for utilizing the transit berth in the Marina. It is designed for a shorter duration, ranging from a minimum of one (1) day to a maximum of six (6) months. The duration of the Transit Berth Contract is contingent on the actual number of days the Vessel occupies the berth.
- 20.2. Vessels occupying a transit berth are not subject to the Marina's monitoring measures; they are deemed crewed, irrespective of whether the crew is physically present on board or not.
- 20.3. The utilization of the transit berth service operates through an informal contract, considered finalized as the Vessel docks in the Marina and secures to the berth. The Transit Berth User acknowledges and accepts these General Terms of Business and the Ordinance on the Order in the Port of Marina Punat in their entirety, without the option of modification. The person in possession of the Vessel during the use of the transit berth is recognized as the Transit Berth User.
- 20.4. The Marina allocates a transit berth for each Vessel in accordance with the Ordinance on the Order in the Port of Marina Punat and its berth plan, considering the availability of transit berths upon the Vessel's arrival in the Marina. Upon the Vessel's announced arrival, the Marina mariner greets the Vessel and designates a suitable berth.
- 20.5. Once the Vessel docks in the Marina and is berthed, the Vessel user is obligated to provide the Marina with the relevant document authorizing its departure.
- 20.6. The Marina is not obligated to accommodate the Transit Berth User even when there is an available space for the Vessel in transit, except in cases of immediate danger due to weather conditions.
- 20.7. Vessels for which a Permanent Dry Berth Contract has been concluded have the status of a transit Vessel during their stay at sea.
Dry Berth Users also agree to abide by all rules applicable to the transit berth at sea when utilizing it.

Rights and Obligations of the Marina

Article 21

- 21.1. The Marina will allocate a designated berth to the Transit Berth User in accordance with these General Terms of Business, the concluded Transit Berth Contract, the Price List, and the Ordinance on the Order in the Port of Marina Punat.
- 21.2. The Marina will ensure that the Transit Berth User has access to well-maintained and adequately equipped sanitary facilities.
- 21.3. The Marina undertakes to retain the Vessel's documentation submitted by the Transit Berth User and is entitled to keep it throughout the Vessel's stay in the Marina until the invoice for the provided transit berth service is fully settled.

Obligations of the Transit Berth User

Article 22

22.1. The Transit Berth User is obligated to:

- a) settle the Berth Fee in accordance with the currently valid Price List as soon as the Marina issues an invoice and, in any case, before departing the Marina;
- b) take responsibility for the Vessel's security and maintenance at all times while it is berthed in the Marina, as mariners do not supervise Vessel at transit berths;
- c) equip the Vessel with suitable mooring ropes and fenders;
- d) notify the Marina of their arrival by boat via phone or radio (channel 17);
- e) adhere to these General Terms of Business and the relevant Ordinance on the Order in the Port of Marina Punat.

22.2. The Transit Berth User may not:

- a) rent or lend the berth to third parties for use;
- b) utilize any part of the port, facilities, vessels, or vehicles within or on the Marina property for commercial purposes, unless a separate contract for such activities has been concluded with the Marina;
- c) make any modifications or alterations to the equipment and installations of the Marina;
- d) display notices or advertisements on its Vessel without the explicit permission of the Marina Management.

22.3. The Marina reserves the right to retain the Vessel and establish a lien on both the Vessel and equipment for any outstanding claims arising from provided services, measures taken at the expense of the Transit Berth User, compensation for damages, and other claims specified in these General Terms of Business, the relevant Ordinance on the Order in the Port of Marina Punat as well as in accordance with the positive regulations of the Republic of Croatia. The Transit Berth User acknowledges and agrees that the Marina, without further questioning or approval, may exercise its lien and retention rights in said cases. The Marina holds the discretion to decide on placing the Vessel on land to safeguard its claims, with the Transit Berth User assuming responsibility for all associated costs.

22.4. All other rights of the Marina concerning Transit Berth Users, as specified in relation to Permanent Berth Users, shall also be applicable to Transit Berth Users.

FINAL PROVISIONS

Governing Law, Jurisdiction and Interpretation of the General Terms of Business

Article 23

23.1. These General Terms of Business and all contracts entered into by service users with the Marina under these General Terms of Business are subject to Croatian law.

23.2. The jurisdiction of the court in Rijeka is agreed upon for all disputes arising from contracts concluded under these General Terms of Business.

23.3. In case of a dispute, the Croatian version of these General Terms of Business shall take precedence.

23.4. The party intending to initiate litigation is obligated to provide written notice to the other party of any claims it intends to bring to litigation at least thirty days in advance. Failure to fulfill this obligation implies acceptance that the claim will be dismissed if the other party objects to it.

23.5. Section titles and article titles are provided for ease of reference only and do not affect the interpretation of the provisions in these General Terms of Business. The general and final provisions of these General Terms of Business are applicable to all users of Marina services, while the special provisions in Parts II and III of these General Terms of Business apply only to relevant contractual relationships. In cases where a special provision

conflicts with the general provisions, the special provision within these General Terms of Business shall take precedence.

Entry into Force and Amendments to the General Terms of Business

Article 24

- 24.1. These General Terms of Business shall enter into force on 31 January 2024. They will be published on the official website of the Marina.
- 24.2. With regard to Berth Users who entered into a Berth Contract on 31 January 2024, these Terms of Business shall enter into force on 31 March 2024. Notice of this change will be sent via email at least 30 days in advance, by 28 February 2024, in accordance with the General Terms of Business R-01-006, ISSUE 5, dated 30 November 2015.
- 24.3. Unilateral amendments to these General Terms of Business are permissible. The Marina is obligated to publish them on its official website at least 30 days before their entry into force.
- 24.4. By concluding the Berth Contract after the effective date of these General Terms of Business, it is deemed that the Berth User has accepted these Terms.
- 24.5. Upon the entry into force of these revised General Terms of Business, the prior General Terms of Business (R 01-006, Issue 5, 30 November 2015) shall no longer be applicable. The previous General Terms of Business will be available on the official website of the Marina for a period of twelve (12) months following the implementation of these new General Terms of Business.