

MARINA PUNAT d.o.o. GENERAL TERMS AND CONDITIONS

I. GENERAL PROVISIONS

Article 1

General Terms and Conditions shall apply to users of services of the nautical tourism port - MARINA Punat d.o.o. Punat (hereinafter: "the Marina").

The Marina provides its services in the premises open for free public access and passage without duty to register with the Marina staff and therefore all Marina users accept the duty to take particular care of their property as well as property of third parties.

General Terms and Conditions shall govern mutual rights and liabilities of the Marina and users of its services.

In the General Terms and Conditions, the terms mentioned below shall have the following meanings:

Vessel – each registered object intended for navigation, subject to a contract for permanent or transit berthing.

Owner – person identified as vessel owner in appropriate legal document.

User – any individual or legal entity entering into a contract for permanent or transit berthing with the Marina.

Proxy – person authorized by a vessel owner or user, with powers set out in details in a written power of attorney, provided the Marina retains the right to evaluate the validity of such powers and ask for approval from the owner or user.

Charter – commercial activity of renting of vessels with or without crew.

Berth – area on the sea or on the land temporarily granted to the user by the Marina for placement of vessels.

Contract for Permanent Berthing – contract between the user and the Marina for a period exceeding 6 months.

Contract for Transit Berthing – contract between the user and the Marina for a period up to 6 months.

Article 2

Vessel users using a berth at the Marina, crewmembers and other persons authorized to stay aboard the vessels, i.e. all users of the Marina services, shall comply with these Terms and Conditions and the applicable Port Order Regulations of the Marina Punat. In case of non-compliance with the foregoing regulations, the Marina may deny its services, particularly the use of berth, or may cancel a berth already provided for use.

Article 3

Persons authorized under the Marina regulations, located at a berth at the Marina, shall keep the vessel and her equipment with due diligence and equip the vessel with high quality and adequate mooring ropes and fenders, throughout the stay of the vessel at the Marina. Further they shall also comply with all applicable rules regarding the stay and navigation within the borders of the Croatian coastal waters.

In case the vessel is not equipped with adequate mooring ropes, the Marina may by way of exception equip the vessel with high quality ropes at the expense of the vessel owner, without prior notice.

All vehicles entering the perimeter of the Marina shall have all required certificates of seaworthiness and be maintained seaworthy in compliance with the applicable laws. As long as they are underway, they must be run by a qualified person holding a valid certificate and a sufficient number of qualified and licensed crew in compliance with the law, or otherwise the Marina shall not accept any liability for them and may even deny their access.

Article 4

Where any users of the Marina services causes damages to the Marina or other users of the Marina, whether by act or omission, the user shall compensate the damages in full sum in compliance with the applicable rules of the Republic of Croatia.

The material and non-material damages on the Marina assets, assets held by other berth users and assets of third parties, as well as damages due to environmental pollution, caused by the vessel crew or other persons authorized to stay aboard the vessel or incurred as a result of any deficiency on the vessel or vessel equipment as well as a result of bad maintenance of the vessel or equipment shall be liability of the person who caused the damages by their act or omission in person or with their property.

Article 5

The Marina guarantees that it fulfils all standards as set out in the applicable laws of the Republic of Croatia and maintains the port, all its infrastructure, building structures, plants or other port facilities in due manner and in good condition with due diligence and according to the rules of profession.

Article 6

All services of the Marina shall be charged as per applicable price list at the moment when the service is provided to the user and the User shall be deemed informed about the applicable price list upon the signing of the contract or upon the use of the service in case of a transit berth. The applicable price list shall be published on the Marina website.

Article 7

Within the scope of its activities, in particular the obligations set out in these General Terms and Conditions, the Marina shall be liable for damages only where the damages are result of utter neglect by the Marina or its employees.

The Marina shall not be liable for damages which could not have been foreseen, prevented, eliminated or reduced in the normal course of the Marina operations.

The user shall bear sole liability for damages potentially caused by a cable connected with electrical installation of the Marina at 220 V.

Article 7a

The Marina shall be responsible for damages it is legally liable for i.e. damages caused by its employees and which the Marina is liable for based on a court judgment. Marina Punat d.o.o. shall contract for insurance against liability of a nautical tourism port owner to third parties. The insurance shall cover any and all damages a nautical tourism port is liable for to a person entering into a contract for use of nautical tourism port services or to third parties.

The Marina shall not be liable for damages or other consequences due to non-compliance with these Terms and Conditions and the Port Order Regulations of Marina Punat.

Any claim for damages shall be based on a written record made by the official authorities in order to evaluate the grounds for the claim and where that is impossible, the decision on the grounds for the claim shall be decided upon by the competent court.

The Marina shall not be liable for damages caused by servicing personnel, contractors, proxies of vessel owners or third parties, notwithstanding whether they provided services within the area of the Marina with the Marina's consent.

During the stay of the vessel at the Marina, the user shall use repair services only from the service providers authorized by the Marina and repair services only at Brodogradilište Punat d.o.o. shipyard.

For the servicing needs, the user shall deliver the keys of the vessel to the Marina with the signing of Protocol of Delivery and Acceptance of Vessel Keys.

II. PERMANENT BERTH AT THE MARINA

Contract for Permanent Berthing

Article 8

Contract for Permanent Berthing shall not be deemed a contract for deposit of property in terms of the Civil Obligations Act, as subject of a Contract for Berthing is not based on the subject of a contract on deposit and the depositors' rights are not comparable with the rights of use held by the Berth User based on the Contract for Berthing.

Primary means of communication shall be via e-mail address provided to the Marina by the User at the execution of the Contract for Permanent Berthing as their e-mail address.

Contract for Permanent Berthing shall govern the use of a permanent berth in the Marina, both in the sea and on the land, for a minimum period of 6 months.

The permanent berth service shall be deemed provided when a Contract for Berthing is executed between the Marina and the User in respect of vessel in written form.

The contract shall be deemed duly executed where the Marina:

- received a signed counterpart of the contract by e-mail;
- received the User's notification by e-mail that the User agrees with the proposed contract for the use of permanent berth;
- received an electronic confirmation;
- received the payment of the agreed fee for permanent berth use.

The Marina shall designate the permanent berth for each specific vessel according to the Port Order Regulations of the Marina Punat and its berthing schedule. Where required the Marina shall, at its option, transfer the vessel subject to the Contract for Permanent Berthing to another berth within the Marina without need for a special approval by the User but shall notify the User about the relocation in due time. The change of berth within the Marina during the Contract term shall not affect the liability of the Marina.

In addition to the executed Contract for Permanent Berthing, the User shall provide the Marina with a copy of a document serving as evidence of title or right of use, copy of passport or personal ID card of the individual who is the user of the berth or extract from the register for the legal entity.

Marina's Undertakings

Article 9

The Marina shall provide the User with a berth for use in compliance with the General Terms and Conditions, Contract for Permanent Berthing, Price List and Port Order Regulations of Marina Punat.

The Marina shall provide the User and the persons authorized by the User for stay aboard the vessel with duly maintained and equipped sanitary premises and other infrastructure for users.

Where agreed the Marina shall issue to the User an encoded card for 24/7 access by motor vehicle to the Marina premises which does not exclude the right of access by motor vehicle to the Marina premises by third parties as designated by the Marina.

Permanent Berth User's Undertakings

Article 10

Permanent Berth User shall:

- a) Pay the agreed fee for use of the berth at the Marina in the manner and in time as set out in the contract;
- b) Provide for the maintenance of the vessel with due diligence throughout the period while the vessel is berthed at the Marina; in case the Marina finds the User does not act with due diligence in respect of the vessel, the Marina may take action aimed to protect the property at the User's expense;
- c) Equip the vessel with fire safety means which will effectively function aboard the vessel;
- d) Place an eco-sponge or a similar device in the bilge of the vessel to collect the impurities which are the result of a technical failure or lack of maintenance of the vessel, which may be discharged directly into the seawater with the bilge drainage system;
- e) Equip the vessel with adequate mooring ropes and fenders as well as a high-quality tarpaulin;
- f) For the purpose of performing works aboard the vessel, submit for inspection technical documents which clearly show the solution of a technical task; warn about the equipment at the underwater part of the vessel and provide exact information on its position particularly if the vessel is lifted;
- g) Notify the Marina reception desk about any absence of the vessel exceeding 7 days; while the vessel is reported absent, the Marina may rent the berth to another user;
- h) Insure the vessel and the equipment against the user's liability for damages incurred by third persons and their property including legally required compulsory insurance against liability of vessel user. The insurance must remain in effect throughout the Contract for Permanent Berthing.
- i) Report to the Marina any change of e-mail address; notices by the Marina shall be deemed duly delivered if sent to the most recent known e-mail address of the Berth User;
- j) Report to the Marina any change of telephone numbers at which the User may be contacted in case of emergency; the Marina shall not accept liability for damages which could have been prevented if the User had been available at the phone number provided in the Contract.

Permanent Berth User at the Marina shall not:

- a) Rent the Berth to third parties;
- b) Use for commercial purposes any part of the port, facilities, vessels or vehicles within or on the premises of the Marina, unless there is a special contract with the Marina for such type of activities;
- c) Make any modifications or additions to the equipment and/or installations of the Marina;
- d) Place any notifications or advertisements unless specifically approved by the management of the Marina.

Termination of a Contract for Permanent Berthing

Article 10a

Contract for Permanent Berthing is as a rule executed for a minimum period of 6 months.

Contract for Permanent Berthing may not be transferred by the User to other persons and may not apply to another vessel. If during the term of Contract for Permanent Berthing, the User transfers or loses the right of possession of the vessel (e.g. due to change of ownership, termination or execution of a new contract for lease, vessel falling in possession of a mortgagee, etc.) shall within 7 days from the change notify the Marina thereof and provide the name and address of the new possessor. In that case, the Marina may unilaterally terminate the Contract and remove the vessel to a dry docking place or another appropriate berth at its own discretion.

In the further 6 months from the expiration of the contract with the prior berth user, the Marina may in an objectively adequate manner determine the new owner or, where it is impossible to determine the new owner or the Marina has not entered into the contract with the new owner or has not governed the obligations, the Marina shall start the process of collection of outstanding sums from the former owner only with regard to the vessel located in the Marina designated by the Marina in compliance with the preceding paragraph.

The User shall be deemed duly notified about the termination if a statement about termination with the calculation of all costs incurred until then is sent by the Marina to the e-mail provided by the User.

The Marina shall be deemed duly notified about the termination of the contract where the notice has been provided to the e-mail address of the Marina marked as the e-mail address for communication which does not exempt the User from the obligation of settlement of total expenses of the Marina.

In determination of reasons for termination, the Marina has the autonomous right to evaluate the grounds for such reasons and in that case at its own discretion transfer the vessel to another adequate berth.

The Marina shall obtain the right to retain the vessel and security interest on the vessel and equipment for all outstanding debts based on the services provided, measures undertaken at the expense of the Permanent Berth User, dues based on the indemnification and other dues based on these General Terms and Conditions and the applicable Port Order Regulations of the Marina Punat. The User agrees that in such cases the Marina may without any further questions or approvals effectuate its security interest and retention right on the vessel. The Marina may at its own discretion decide to place the vessel on the land for the protection of its claims. The User accepts the liability for any and all new costs.

Liability for Damages on Vessel and Equipment

Article 11

In any case, the Marina's liability per event in total sum may not exceed the equivalent of EUR 1,000,000 except in case when the damage is caused intentionally or by gross negligence on the part of the Marina.

III. TRANSIT BERTH

Contract for Transit Berthing

Article 12

The subject of the Contract for Transit Berthing is the use of a transit berth at the Marina. The Contract for Transit Berthing is a contract for a short period of time and may last at least one (1) day and at most six (6) months. Its duration is determined in the number of days while the vessel is at berth.

Service of transit berth use is provided based on an informal contract which is deemed executed once the vessel berths at the Marina and moors at a berth in the Marina and thereby the Transit Berthing accepts these General Terms and Conditions in entirety without option of amendment. Transit Berthing is a person who has the vessel in possession during the use of the transit berth.

The Marina shall designate the transit berth for a specific vessel according to the Port Order Regulations of Marina Punat and its schedule of berthing, depending on the availability of transit berths at the time of arrival of the vessel to the Marina in such a way that at the scheduled vessel's arrival to the Marina, a member of the Marina staff shall receive the vessel and assign the berth.

Once the vessel berths at the Marina and moors at the berth the vessel user shall submit the navigation permit for the vessel (or adequate document which ensures putting out to sea) to the Marina.

Marina's Undertakings

Article 13

The Marina shall provide the User with transit berth services for use according to the General Terms and Conditions, the contract if any, price list and the Port Order Regulations of the Marina Punat.

The Marina shall provide for use to the transit berth user duly maintained and equipped sanitary facilities and infrastructure intended to users.

The Marina shall keep the vessel documents received from the Berth User and may retain it throughout the time while the vessel is at the Marina and until full settlement of the invoice for the transit berth service.

Transit Berth User's Undertakings

Article 14

Berth User shall:

- a) Pay the fee for the use of berth at the Marina according to the applicable price list, as soon as the Marina issues the invoice, and in any case before leaving the Marina;

- b) Keep the vessel and provide for its maintenance with due diligence throughout the period while the vessel is berthed at the Marina;
- c) Equip the vessel with fire safety means which will effectively function aboard the vessel;
- d) Place an eco-sponge or a similar device in the bilge of the vessel to collect the impurities which are the result of a technical failure or lack of maintenance of the vessel, which may be discharged directly into the seawater with the bilge drainage system;
- e) In case of leaving the vessel while berthed, keep all movable equipment of vessel and personal property of the crew and passengers stored in closed and locked area of the vessel;
- f) Equip the vessel with adequate mooring ropes and fenders as well as a high-quality tarpaulin;
- g) Insure the vessel and the equipment against the user's liability for damages incurred by third persons and their property including legally required compulsory insurance against liability of vessel user. The insurance must remain in effect throughout the Contract for Transit Berthing notwithstanding whether the contract is made in written form or not;
- h) Report to the Marina any change of e-mail address; notices by the Marina shall be deemed duly delivered if sent to the most recent known e-mail address of the Berth User;
- i) Report to the Marina any change of telephone numbers at which the User may be contacted in case of emergency; the Marina shall not accept liability for damages which could have been prevented if the User had been available at the phone number set out in the contract if any or notified by the User at the vessel registration;
- j) Notify the Marina about arrival of the vessel by phone or radio communication (channel 17);
- k) comply with these General Terms and Conditions and the applicable Port Order Rules of the Marina Punat.

Berth User in the Marina shall not:

- e) Rent the Berth to third parties;
- f) Use for commercial purposes any part of the port, facilities, vessels or vehicles within or on the premises of the Marina, unless there is a special contract with the Marina for such type of activities;
- g) Make any modifications or additions to the equipment and/or installations of the Marina;
- h) Place any notifications or advertisements unless specifically approved by the management of the Marina.

The Marina shall obtain the right to retain the vessel and security interest on the vessel and equipment for all outstanding debts based on the services provided, measures undertaken at the expense of the Transit Berth User, dues based on the indemnification and other dues based on these General Terms and Conditions and the applicable Port Order Regulations of the Marina Punat and the applicable Croatian laws. The User agrees that in such cases the Marina may without any further questions or approvals effectuate its security interest and retention right on the vessel. The Marina may at its own discretion decide to place the vessel on the land for the protection of its claims. The User accepts the liability for any and all new costs.

IV. FINAL PROVISIONS

Applicable Law, Court Jurisdiction and Interpretation of General Terms and Conditions

Article 15

These General Terms and Conditions as well as any and all contracts executed hereunder between the Users and the Marina shall be governed by the Croatian laws.

It is hereby agreed that the competent court in Rijeka shall have jurisdiction over any and all disputes arising from contracts executed under these General Terms and Conditions.

In case of any dispute, the Croatian version of these General Terms and Conditions shall prevail.

Headings of sections and articles shall serve for convenience only and shall not affect the interpretation of the General Terms and Conditions.

General and Final Provisions of these Terms and Conditions shall apply to all users of the Marina services while Part II and III shall apply only to specific contractual relations. If any special provision is contrary to general provisions, the special provision of these Terms and Conditions shall prevail.

Amendments

Article 16

These General Terms and Conditions may be unilaterally amended. The Marina shall notify such amendments in its official newsletter or on its official website and shall notify all users by e-mail to the address designated as correspondent e-mail address in the contract by the users, at latest 30 days before their coming into effect.

Upon expiration of 30 days from the amendment, the amendment shall take effect notwithstanding whether the users have confirmed the e-mail receipt by return e-mail in any way.

Upon execution of the contract or upon payment of subsequent contract term or through continued use of the vessel berth it shall be deemed the User has accepted the amended General Terms and Conditions notwithstanding the foregoing provisions.

Upon taking effect of these amended General Terms and Conditions, the General Terms and Conditions - R 01-006, IZDANJE 4 dated 1 August 2010 shall no longer be valid.