

## GENERAL TERMS AND CONDITIONS OF MARINA NAUTICA

### I. GENERAL PROVISIONS

#### Article 1.

The General Terms and Conditions apply to users of nautical tourism ports- MARINA NAUTICA (hereinafter Marina), including vessel owners, persons authorized by the owner to use the vessel, crew and other persons authorized by the owner to stay on the vessel, users of berths for transit vessels and for charter vessels, as well as crews and other persons authorized to stay on those vessels.

The General Terms and Conditions regulate the mutual rights and obligations of the Marina and the users of its services.

#### Article 2.

Owners of vessels with a berth in the Marina, crews and other persons authorized to stay on the vessels, ie all users of Marina services are obligated to comply with these General Terms and Conditions and the applicable Ordinance on order in the port of Marina. Due to non-compliance with the above acts, Marina may refuse to provide services, especially the use of berths, or may cancel the berth that was given for use, and is authorized to impose the sanctions provided for in these acts.

#### Article 3.

It is not allowed, without the approval of SIGMA POSLOVODSTVO d.o.o. (according to the Agreement on Business and Technical Cooperation) to perform works on the premises of the Marina by other companies or persons who do not have a valid contract with the Marina.

All requests and inquiries for service work are submitted and realized exclusively through the reception of the Marina.

#### Article 4.

The berth user may authorize only one person as a skipper, who as such should be entered in the valid crew list. The skipper authorized as such by the berth user may perform this duty only on one vessel located in the Marina.

#### Article 5.

Owners or authorized users of the vessel moored in the Marina are obligated to keep the vessel and its equipment with the attention of a good host and are obligated to equip the vessel with quality and appropriate mooring ropes and fenders, for the entire stay of the vessel in the Marina. Furthermore, they are obligated to comply with all applicable regulations regarding residence and navigation within the coastal seas of the Republic of Croatia.

In the event that the vessel is not equipped with appropriate mooring ropes, Marina may equip the vessel with quality ropes at the expense of the owner or authorized user of the vessel, without prior notice.

All vessels entering the Marina area must have all necessary certificates of airworthiness and be maintained in navigable condition in accordance with applicable regulations, and while in navigation, they must be operated by a qualified person with a valid certificate and a sufficient number of qualified and licensed crew in accordance with regulations. otherwise Marina does not take any responsibility for them, and may deny them access.

#### Article 6.

If any of the users of the Marina services causes damage to the Marina or other users of the Marina services, he is obligated to compensate the damage in full in accordance with the positive regulations of the Republic of Croatia.

The owner of the vessel, ie the person authorized by the owner is responsible for damage to the property of the Marina, vessels, vehicles, trailers, equipment and other property of third parties in the Marina, for damage due to injury or death of a third party, and for damage due to pollution caused by the crew of the vessel or other persons authorized to stay on board the vessel, or which has occurred as a result of a defect in the vessel or ship's equipment or as a result of poor maintenance of the vessel or equipment. If the Marina would bear any costs, including legal costs, in connection with the damage, or if it would be obligated to pay any amounts of compensation to third parties, the responsible owner of the vessel, and in the alternative the authorized user of the vessel, are obligated to compensate Marina in full.

The owner of the vessel is obligated to compensate the Marina for any damage caused by him or his vehicles or vessels, crew, proxies, visitors and guests to any facility or equipment owned by the Marina or a third party located within the area under the jurisdiction of the Marina.

#### Article 7.

Marina guarantees that it meets all standards prescribed by the applicable regulations of the Republic of Croatia and that with the care of a good businessman and in accordance with the rules of the profession it maintains the port, all its infrastructure, buildings, plants and other port equipment.

### Article 8.

All Marina services are charged according to the price list valid at the time when the service in question is provided to the user.

### Article 9.

Marina within its activity, especially the obligations set out in these General Terms and Conditions, is liable for damages only if the damage occurred as a result of failure to pay due attention by Marina, or its employees.

Marina is in no way liable for damages	
a)	on the basis of loss of earnings, time, delays, use of annual leave, etc.;
b)	on the equipment or the disappearance of the vessel's equipment, if it has not been locked indoors or has disappeared without breaking;
c)	due to loss or damage of personal belongings of berth users, crew or other persons authorized to stay on vessels in the Marina; due to loss or damage of paintings and objects made of precious metals, money, securities, etc. ; disappearance of binoculars, cameras, radios, TV sets and other technical devices on board;
d)	as well as the costs incurred for the removal of the wreck;
e)	resulting from non-compliance with customs, port and other administrative regulations;
f)	loss of fenders, anchors, ropes, z- drives, propellers and other equipment that can be dismantled from the vessel without breaking;;
g)	which can be reduced to normal consumption;
h)	on parked cars, motorcycles or other road vehicles;
i)	while the vessel is under the supervision of the berth user or another person authorized by him;
j)	caused by force majeure (due to war, war-like events, strikes, dismissals, civil unrest, political risks, terrorism and similar events);
k)	resulting from malicious conduct, or the negligence of berth users, crew or other persons authorized to stay on board vessels in the Marina; due to wrong or unprofessional action by the shipowner, crew or other persons on board, due to lack of maintenance, neglect or deterioration of the vessel or equipment;
l)	damage as a result of a hidden defect or technical malfunction of the vessel or equipment;
m)	due to faulty electrical or plumbing installation on the vessel or between the vessel and the port berth;
n)	as a result of the breaking of the mooring ropes belonging to the vessel;
o)	from rodents;
p)	as a result of a collision with another vessel;
q)	due to non-compliance, by the users of berths, ie crew or persons authorized to use the vessel, with the Ordinance on order in the port of the Marina;
r)	due to bodily injury or death of the berth user, crew or persons authorized to stay on the vessels in the Marina, which occurred in the Marina area;
s)	due to environmental pollution caused by the vessel itself;
t)	due to fire or explosion caused on the vessel's berth, as well as due to non-compliance with the protective measures prescribed by the Marina Regulations by the berth users, crew or other persons authorized to stay on board;
u)	if the vessel according to the manufacturer's specification, legal regulations, technical requirements or according to a special decision of the Marina must have a crew continuously present on the vessel, and the same was not on the vessel at the time of the harmful event;;
v)	for intentional harmful actions of third parties, including theft of vessels or equipment or other property located in the Marina area;
w)	damage or accidents as a result of improper and negligent use of tools and equipment.

### Article 10.

Marina is liable for damages for which it is liable on the basis of legal liability, for damages caused by Marina employers, for which, according to the court ruling, Marina would be liable.

Marina is not responsible for damage and other consequences arising from non-compliance with these Terms of Business and the Ordinance on order in the port of the Marina.

## II. PERMANENT MOORING IN THE MARINA

### ***Contract on the use of a permanent connection***

#### **Article 11.**

The subject of the Agreement on the use of a permanent berth is the service of using a permanent berth in the Marina, at sea or on land, for a period of at least one month.

It is considered that the service of using a permanent berth is provided, if the Agreement on the use of a permanent berth is signed in writing or an invoice is issued between the Marina and the owner of the vessel, or another person who enjoys the right to own the vessel (hereinafter the berth user).

The marina determines a permanent berth for an individual vessel in accordance with the Ordinance on order in the port of the Marina and its berth plan. The Marina is authorized, if necessary, at its own discretion, to move the vessel for which the Agreement on the use of a permanent berth has been concluded to another berth within the Marina, for which it does not require special approval of the berth user. The change of connections within the Marina during the term of the Agreement does not affect the liability of the Marina.

Along with the signed Agreement on the use of a permanent berth, the berth user is obligated to submit to Marina a copy of the document proving ownership or other title authorizing him to own the vessel, navigation license for the vessel (ie the appropriate document that allows sailing in accordance with Croatian regulations), a copy of the insurance policy for the vessel, a copy of the passport or identity card of the person using the berth or the person representing the user, the keys of the vessel and the request for placing the vessel under customs supervision (applies to vessels outside the EU).

The vessel is considered to be under the supervision of the Marina when the vessel is moored and when the User of the berth has handed over the documentation specified in the previous paragraph of this article and the keys of the vessel. When the Berth User or a person authorized by him takes over the documents enabling the departure or the key of the vessel, it is considered that this person has taken full control of the vessel, and Marina is released from any responsibility, regardless of whether the vessel is in port or sailing .

If the Berth User or any other person who has the consent of the User to take over the vessel in the Marina without picking up documents and keys and without notifying the Marina, it does so at its own risk, and the Marina is released from any liability, regardless of whether the vessel is in port or sailing. In the described case, it is considered that the Mooring User or the person with the User's consent has taken over the vessel in the Marina from the moment that person entered the Marina area. For the purposes of this provision, it is considered that the consent of the Mooring User is held by any person who entered the Marina premises with the coded Card of the Mooring User, as well as any person who has the keys of the vessel. Furthermore, the vessel is also considered to have been taken over if during the daily inspection by the Marina staff or in some other way it is determined that the berth user or any other person with the consent of the user was on board the vessel at the time of the accident.

The marina is specifically released from any liability if the vessel in question is engaged in any economic activity, especially the activity of renting (charter).

### ***Obligations of the Marina***

#### **Article 12.**

By the Agreement on the use of a permanent berth, Marina undertakes to provide the Mooring User with a berth determined in accordance with Article 11 of these General Terms and Conditions for the vessel specified for the Agreement, for the entire duration of the Agreement.

Marina undertakes to ensure, in accordance with the rules of the profession, that the berth provided for use is correct and safe in technical and nautical terms and suitable for a particular vessel, and as such maintained for the duration of the Contract. In particular, this includes the obligation of the Marina to ensure the correctness of berth equipment in accordance with the rules of the profession and the care of a good businessman, and to employ a sufficient number of qualified staff trained in maintenance, supervision and care of technical and nautical safety and berth correctness.

The Marina undertakes to provide the User of berths and persons authorized by him to stay on board with properly maintained and normally equipped toilets and other infrastructure intended for users.

The Marina issues a coded card to the user of berths for 24- hour access to the Marina area or allows access by entering the registration marks of the vessel owner.

The marina undertakes to keep the documentation and the keys of the vessel taken over from the berth user. The use of the vessel by a person who is not a Mooring User is allowed only with the written consent of the Mooring User. The Marina

will hand over the key of the vessel and the documents enabling the departure only to the Mooring User or to a person who has the written approval of the Mooring User for the use of the vessel.

From the moment Marina takes over control of the vessel in accordance with Article 11, paragraph 5 of these General Terms and Conditions, Marina undertakes to regularly check and maintain the technical and nautical safety of berths, and periodically check the condition of the vessel and mooring ropes. If Marina notices any changes to the vessel, equipment or mooring rope, or that they are in poor condition, Marina is obligated to immediately inform and warn the User of the berths. If the Mooring User does not take the necessary measures to protect the vessel and equipment from deterioration or damage, or to eliminate the danger posed by the vessel or equipment to other vessels and property within the Marina, the Marina may take reasonable measures necessary to preserve the vessel and equipment, to eliminate the danger at the expense of the responsible User of the connection. The Marina may undertake the obligation for additional services and works, if the contracting parties explicitly agree to it.

The Marina is obligated to inform the Mooring User as soon as possible about the absence of the vessel from the Marina about which it was not duly notified, or if other provisions on taking over the vessel in accordance with these General Terms and Conditions were not complied with. If it determines that the departure of the vessel has not been made in agreement with the Berth User, Marina is obligated to immediately report the disappearance of the vessel to the competent state authorities and to cooperate in their further proceedings.

### **Obligations of the Connection User**

#### **Article 13.**

The user of the connection is obligated to:	
a)	pay the agreed fee for the use of the permanent berth in the Marina in the manner and at the time as agreed;
b)	with the care of a good host, take care of the maintenance of the vessel for as long as the vessel is at a permanent berth in the Marina; if the Marina considers that the Mooring User does not treat the vessel as a good host, it may take measures to preserve the property at the expense of the Mooring User;
c)	equip the vessel with fire- fighting equipment that will work effectively on the vessel itself, provided that the vessel must have at least one system for automatic fire extinguishing in the engine compartment; The marina may request additional fire- fighting equipment if it considers that they exist and are not sufficient;
d)	place an eco-sponge or similar device in the bilge of the ship that collects pollution that may occur as a result of a technical defect or non- maintenance of the vessel, and by the bilge discharge system may reach the sea directly;
e)	keep all moving equipment of the vessel stored in a closed and locked space of the vessel;
f)	equip the vessel with suitable mooring ropes and fenders and a quality tarpaulin;
g)	for the performance of the required works on the vessel, provide technical documentation from which the manner of solving the technical task can be accurately observed; especially when lifting the vessel, warn of the equipment on the underwater part of the vessel and give accurate information on its position;
h)	inform the reception of the Marina about any absence of the vessel that will last longer than 3 days; during the reported absence of the vessel, the Marina may rent a berth to another user;
i)	report your arrival at the Marina at the reception or port;
j)	j) insure the vessel and equipment against the risk of liability of the owner or User of the vessel for damages caused to third parties and their property, including statutory liability insurance of the owner or User of the vessel, which is an essential condition for concluding a permanent berth agreement. For vessels for which these insurances are not valid, a permanent berth in the Marina cannot be given for use. The insurance must remain in force for the entire duration of the Contract on the use of the permanent berth, otherwise the Marina is authorized to terminate the Contract immediately;
k)	report to the Marina any change of address; it is considered that the shipments of the Marina sent to the last known address of the Mooring User are actually properly delivered;
l)	Report to the Marina any change in telephone numbers to which the Connection User may be contacted in case of emergency. Marina does not take responsibility for damages that could have been prevented in the event that the owner managed to contact the phone number specified in the contract.



The user of berths in the Marina must not:

a)	rent a berth to third parties;
b)	use for commercial purposes any part of the port, facilities, vessels or vehicles located within or on the property of the Marina, unless there is a special contract with the Marina for this type of activity;
c)	perform any modifications to the equipment and installations of the Marina;
d)	display notices or advertisements, unless expressly authorized by the Marina.

Agreement on the use of a permanent berth The berth user may not transfer to other persons, nor may it be valid for another vessel. If the Mooring User transfers or loses the right to own the vessel during the validity of the Permanent Mooring Agreement (eg due to change of ownership, termination or conclusion of a new leasing or lease agreement, taking possession of the mortgagee's vessel, etc.), he is obligated to inform Marina about it in writing 7 days after that change, and provide the name and address of the new owner. In that case, Marina may unilaterally terminate the contract. In order to insure and collect overdue receivables from the provision of connection services, as well as other services, the User agrees that the Marina has the following rights:

- obtain from the competent court (at the place where the Vessel is located) a temporary measure prohibiting the departure of the Vessel and/ or prohibiting the disposal and alienation of the Vessel;
- retention of the Vessel;
- request entry in the appropriate mortgage register on the Vessel, equipment and associated parts/ items (whether located on the Vessel or in an appropriate warehouse);
- initiate appropriate proceedings to settle its claims, as follows:
  - on the court sale of the Vessel
  - on out- of- court sale of the Vessel
  - any judicial or other proceedings it deems appropriate or desirable for the purpose set forth above;
- at the expense of the User, move the Vessel to dry berth.

### III. DAILY MOORING IN THE MARINA (TRANSIT)

#### ***Contract on the use of the daily connection***

#### **Article 14.**

The subject of the Agreement on the use of daily berths is the service of using daily berths in the Marina, at sea. A daily berth contract is a short-term contract, which may last at least one (1) day, and its duration is determined by the number of days the vessel actually stays at berth.

The daily berth service is provided on the basis of an informal contract/ invoice which is considered concluded at the moment when the vessel docks in the Marina and is moored at the Marina and thus the user of the daily berth service accepts these General Terms and Conditions in full without the possibility of change. The user of a daily berth is a person who, at the time of using the daily berth, has possession of the vessel and is represented by the master of the vessel.

The marina determines the daily berth for each vessel in accordance with the Ordinance on the order in the port of the Marina and its berth plan, depending on the availability of transit berths at the time of the vessel' s arrival at the marina and in such a way that when the vessel arrives at the Marina, the Marine sailor greets the vessel and assigns a berth.

When the vessel docks in the Marina and is moored, the master of the vessel is obligated to submit to the Marina a navigation license for the vessel (or the corresponding document enabling departure), identity documents of the crew and passengers on the vessel and the so-called crew list (ie a certified crew list, ie a list of persons on board).

For all the time of using the daily berth service, the vessel is under the supervision of the user of the daily berth service and at no time, in any sense or in part, does it pass under the supervision of the Marina.

The user of the daily berth service retains full and independent possession and supervision of the vessel, and in the event that he physically leaves the vessel during the time he is on berth in the Marina, he does so at his own risk.

#### ***Obligations of the Marina***

#### **Article 15.**

The marina shall provide the daily berth user with a berth determined in accordance with Article 15, paragraph 3 of these General Conditions for the vessel, for which the berth is correct and safe in technical and nautical terms and as such maintained for all connection usage time. In particular, this includes the obligation of the Marina to comply with the rules of the profession and the care of a good businessman to ensure the correctness of berth equipment (water and electricity connection, mooring for mooring at sea) and to employ a sufficient number of qualified staff trained in maintenance, supervision and care for technical and nautical safety and correctness of berths.

The marina undertakes to provide the user of the daily berth and the persons he authorizes to stay on board with properly maintained and normally equipped toilets and other infrastructure intended for users.

The Marina undertakes to keep the documentation of the vessel taken over from the Mooring User, and has the right to keep it for the entire time the vessel is in the Marina, and until the bill for the provided daily berth service is fully settled.

### **Obligations of daily connection users**

#### **Article 16.**

The user of the daily connection is obligated to:

a)	pay the fee for the use of the daily berth in the Marina according to the valid price list, as soon as the Marina issues an invoice to him, and in any case before leaving the Marina;
b)	guard the vessel with the care of a good host and take care of the maintenance of the vessel for as long as the vessel is at berth in the Marina;
c)	place an eco-sponge or similar device in the bilge of the ship that collects pollution that may occur as a result of a technical defect or non-maintenance of the vessel, and by the bilge discharge system may reach the sea directly;
d)	in the event that he physically leaves the vessel while at berth, all movable equipment of the vessel and personal belongings of the crew and passengers shall be stored in a closed and locked space of the vessel;
e)	announce his arrival by boat to the Marina by telephone or by radio (channel 17);
f)	report the arrival at the Marina reception without delay with the presentation of personal documents of the crew and other persons on board, navigation permits and crew list; insurance policies;
g)	moor the vessel in a safe manner, according to the instructions of the Marina staff (captain and sailor), with correct ropes of appropriate dimensions and equip the vessel with a sufficient number of fenders;
h)	comply with these General Terms and Conditions and the applicable Ordinance on order in the port of the Marina.

Marina acquires the right to retain the vessel and the lien on the vessel and equipment for all outstanding claims based on services provided, measures taken at the expense of daily berth users, claims based on damages referred to in Article 6 of these General Terms and Conditions and other claims arising based on these General Terms and Conditions, the valid Ordinance on order in the port of the Marina, and positive regulations of the Republic of Croatia. The berth user agrees that Marina may, without any further questions and approval in the above cases, exercise its lien and the right to retain the vessel.

### **Obligations of the Marina**

#### **Article 17.**

The marina is solely and exclusively responsible for the technical and nautical correctness and safety of the berths and its equipment and assumes no responsibility for the vessel.

The exclusions of liability of the Marina stated in these General Terms and Conditions apply.

## **IV. FINAL PROVISIONS**

### **Applicable law, jurisdiction of the court and interpretation of the General Terms and Conditions**

#### **Article 18.**

The applicable law for these General Terms and Conditions and for all contracts concluded by service users with the Marina under these General Terms and Conditions is Croatian law.

The jurisdiction of the competent court in Split for all disputes arising from contracts concluded under these General Terms and Conditions is agreed.

In the event of a dispute, the Croatian text of these General Terms and Conditions shall prevail.

The titles of the sections and the titles of the articles are for ease of reference only and do not affect the interpretation of the provisions of these General Terms and Conditions.

The general and final provisions of these General Terms and Conditions apply to all users of Marina's services, and the special provisions of Part II. and III. of these General Terms and Conditions apply only to the relevant contractual relations. In the event that a special provision conflicts with the general provisions, the special provision of these General Terms and Conditions will take precedence.

### **Amendments to the General Terms and Conditions**

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**Article 19.**

Unilateral changes to the General Terms and Conditions are possible, which Marina is obligated to publish on the notice board located at the reception and inform all Users of permanent berths in writing at least 30 days before their entry into force.

SIGMA POSLOVODSTVO D.O.O