

## GENERAL TERMS AND CONDITIONS OF MARINA VELI RAT

### I – DEFINITIONS

The following terms are being used in these General Terms and Conditions:

The **CONTRACT** refers to the vessel placement contract concluded between the Marina and the User.

The **MARINA** is the provider of the vessel placement service – Nautika Veli Rat Ltd., PIN: 55098426891.

The **USER** refers to a natural or legal person signatory to the Contract who claims the right to use the vessel, either as the owner or by proxy of the owner; a holder or an user of the vessel.

The User who is not also the registered owner of the vessel is required to have the authorization of the registered owner of the vessel and the mortgagee to conclude the Contract; the User is considered to be entering into the Contract in his own name and for the account of the registered owner of the vessel and for the account of the mortgagee, and they both are jointly liable with the User for obligations under the Contract.

The **PARTIES** are parties to the Contract – the Marina and the User.

### II – THE PURPOSE AND OBJECTIVE OF THE CONTRACT

**The Marina provides the User only and solely the vessel placement in a physical space in the sea, intended for the vessel placement. The Marina does not provide the service of monitoring or the service of guarding of the individual vessels. The Marina is responsible only and solely for the functionality of the berth from the sea side (mooring).**

**The Marina's liability for the damage that occurs on the vessel in the Marina area is completely excluded; that exclusion of the Marina's liability is especially emphasized, both for the legal basis of the occurrence of the damage and for the amount of the damage, for all damage cause by fire, sinking of the vessel, theft or disappearance of the vessel, side collision of the vessel and the damages caused by wheater stormes/disasters.**

### **III – THE VESSEL PLACEMENT**

For the duration of the Contract, the Marina provides the servise of the vessel placement, according to the applicable price list for the current year, solely for the vessel defined in the Contract. The price includes the use of the sanitary facilities.

The Marina is authorized to move the User's vessel to another vessel's placement in a pyhysical space in the sea in the Marina, without the User's consent.

### **IV – DURATION**

The Contract is concluded for the period defined in the introductory provisions of the Contract.

The Parties agree that the annual Contract shall be automatically extended for the next period, that is equal in duration to the period defined in the introductory provisions of the Contract (the Contract period), if the Marina does not receive, in writing form from the User, a notice of withdrawal of the automatic extension of the Contract for the next period, at latest 180 days before the expiration of the Contract (the tacit renewal of the Contract is derived from the principle of informality of the Contract and validity of the manifestation of the will not only in words , but also in signs and concludent actions).

The Marina is authorized, no later than 90 days before the expiration of the Contract period, to object to the automatic extension of the Contract as it own discretion.

In case of the automatic extension of the Contract to the next year of use, the vessel placement fee will be applied in accordance with the applicable price list at the time of the beginning of the new year of use.

If the User is late in delivering, in writing form, a notice of the withdrawal of the automatic extension of the Contract for the next period, regards to the previously mentioned deadlines, the Marina has the right (but not the obligation) to accept such late notice of withdrawal of the automatic extension of the Contract. In such case the User is obligated to pay the contractual penalty in the amount of 50% of the value of the vessel placement fee, due to failure to provide timely the notice of the withdrawal of the automatic extension of the Contract for the next period, guided by the prices from the applicable price list at the time of the withdrawal from the further application of the contract.

The User will be charged for the time of the vessel placement from the date of the expiration of the Contract period until the day of the departure of the vessel from the Marina, according to the applicable price list to the daily vessel placement.

## **V - THE TERMS AND METHODS OF PAYMENT, DOCUMENTATION**

The User undertakes to pay in advance the fee for the vessel placement, defined in the provision 3 of the Contract, for the entire period of for the vessel placement defined in the provision 2 of the Contract, according to the price list valid for the current year, that price list constitutes an annex to the Contract. Payment can be made to the Marina's bank account (its foreign currency account or its euro account) or at the reception desk of the Marina exclusively in euro currency.

In the event that the User does not pay the vessel placement fee in a timely manner, the Marina has the right to charge the User for the statutory interests. If the payment is not made within 7 days after the due date, the Marina will be entitled to charge the price according to the applicable price list for the daily berth until the invoice is settled in full.

When the Berth User makes a payment to the Marina's foreign currency account, the Marina will have the right to charge the User for any additional banking costs and any difference in the amount up to the full price of the vessel placement fee.

Other services provided by the Marina shall be paid by the User or the person who ordered these services by email without delay upon receipt of the invoice for the service or advance payment. If the User pays for other services electronically, the Marina will be entitled to require the User to guarantee the payment of the amount due by credit card. In such a case, the Marina will make a reservation of funds on the credit card of the User, which will be charged in favor of the Marina's account within 14 days from the date of the reservation of these funds, if the User does not settle its obligations under the Contract, by paying the invoice within the agreed period.

The Contracting Parties agree that the Marina acquires the right to retain the vessel with all the appurtenances as well as a lien (a maritime lien) on the vessel of the User for all unpaid claims, for example if the User does not pay for the service which is the subject of the Contract and which is provided by the Marina, as well as other services related to the vessel placement or the services of the Marina performed by the companies in the Baotic Group. In order to avoid possible ambiguities, not only claims under the Contract are covered, but also those arising from the non-contractual relationship that exists after the termination of the Contract and included are the claims relating to the stay and retention of the vessel at the placement. The Marina has the right of retention until the full settlement of claims. If the User does not pay the debt within 90 days from the due date of the debt, the Marina will initiate the procedure for the forced collection of its claim.

By means of the lien (the maritime lien), the Marina has the power to exercise a temporary measure of stopping the vessel in connection with a claim that has arisen, and in order to secure such a claim, regardless of its ownership.

The User is obligated to submit to the Marina a valid copy of the documents, and the originals for inspection by the reception staff, proving ownership or other basis authorizing the User to hold or use the vessel; a navigation permit for the vessel (i.e. the corresponding document allowing to navigate in accordance with the regulations of the Republic of Croatia), a copy of the insurance policy for the vessel, the name, surname, OIB, passport/identity card number and date of birth for natural persons, a document on the customs status goods in the EU, and a copy of the extract from the court register for the legal entity of the vessel owner. The User is obliged to provide said copies of documents to the Marina each time when they are extended or new ones are issued. The User is obligated to present the original documents related to the customs status for inspection to the reception desk employee and hand over their copies. The Marina reserves the right to request additional documents or certificates that it deems necessary or appropriate in a particular case (for example, the proof of the VAT identification number, a payment confirmation regarding navigational safety and environmental fees, sojourn tax, etc.).

The absence of the vessel from the Marina is not deducted from the vessel placement price.

## **VI – TERMS OF SERVICES**

The Marina reserves the right to measure the vessel at any time. The length is determined by the expression "overall". If these dimensions do not correspond to the dimensions indicated in the documentation of the vessel, the prices in accordance with the measurements carried out by the Marina will be applied. The additional amount of such a fee will be equal to the amount of the difference between the fee calculated for the actual dimensions of the vessel and the fee calculated for the dimensions of the vessel in the documents of the vessel. The due date of payment of such a fee is 7 days from the date of issue of the invoice.

If, when signing the Contract, the User does not warn the Marina about the special characteristics of the vessel (racing boat, crosstrees wider than average, supplying the vessel with electricity of higher power than the usual standard, and similar....), the Marina shall not be liable for or bear any cost that would arise as a result of the special characteristics of the vessel.

In the event that the User or his/her authorized person wishes to carry out any works or repairs on the vessel in the Marina, they are obligated to notify the Marina in advance. The User is not authorized to begin any work on the vessel without the written consent of the Marina. The Marina is not liable for any material damage and is not responsible for the works performed on the vessel by the Berth User.

The User is obligated to inform the Marina of any absence of the vessel from the Marina for a period of more than one day. The Marina is authorized to temporarily give the vessel placement in a physical space in the sea for use to another user during the absence of the vessel from the Marina without the prior consent of the User.

During the time period when a manifestation/an event, including but not limited to the Boat Show, is being held at the Marina, the Marina reserves the right to change the vessel placements in a physical space in the sea, of all vessels within the Marina. Before, during and after such events, the Marina shall have the right, at its sole discretion and without prior written notice, to transfer vessels to other suitable vessel placements.

The User is not allowed to carry out any economic activity (charter, etc.) on the piers or within the Marina area without a special permission from the Marina.

## **VII – USER OBLIGATIONS**

The User is obligated to use the vessel placement in a physical space in the sea with due diligence of a prudent businessperson, that is, host, to respect and apply all positive regulations on navigation, environmental protection and the maintenance of order in the port and the provisions of the Marina's Code of Conduct, the Plan for the Reception and Handling of Waste from Vessels and the applicable price list, as well as the provisions from these General Terms and Conditions as an integral part of the Contract.

The User guarantees that he/she possesses all the prescribed vessel certificate and that the vessel is operated by a person who is qualified and authorized to do so.

The User must not make alterations or revisions to the Marina equipment and installations.

The User is obligated:

- for the entire duration of the Contract, to maintain the Vessel and its equipment in good and proper condition of seaworthiness and in accordance with applicable regulations, to equip the vessel with appropriate ropes, fenders and a quality tarpaulin and take care of their regular maintenance and replacement as necessary;
- to equip the vessel with fire-fighting means which will act effectively on the vessel itself, with the proviso that the vessel must have at least one automatic fire extinguishing system in the engine compartment;
- to place an eco-sponge or a similar device in the bilge of the vessel which collects contaminants which may enter the sea directly through the bilge discharge system;
- to equip the vessel with a correct and standardized:
  - plumbing connection and hose
  - cable and connector for connection to the power cabinet;
  - when the User or a person authorized by him is not on the vessel, the User is obliged to disconnect all electrical devices from the mains voltage and to close the water and gas connections.
- in order to carry out works on the vessel, to inspect all the necessary technical documentation, to warn the Marina about the equipment on the underwater part of the hull and give accurate information about its position; otherwise, the Marina may disconnect the connections on its own without prior notice;
- to keep all mobile equipment and inventory of the vessel and the personal belongings of the crew and of the persons residing on board locked in the enclosed space of the vessel;
- to report his/her arrival or embarkation and any departure from the Marina in the manner set forth in the Marina's protocols;
- to prominently display a visible indication of the name or registration of the vessel;
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- to inform the Marina that a person who is a national of a country that is not a member of the European Union is on board the vessel;
- to ensure that both the crew of the vessel and any persons authorized to operate the vessel comply with the provisions of these General Terms and Conditions and of the Contract and of the Code of Conduct and the Plan for the Reception and Handling of Waste from Vessels;
- to notify the Marina without delay of any change in personal data, contact details, data on the status of the legal person of the User, the person authorized to represent the User, information on ownership, management, registration and flag of the vessel, technical data on the vessel and its purpose and other circumstances relevant to the vessel and its stay in the Marina. If the User fails to notify Marina about the change of residence/registered office address or contact details, for the purpose of proving valid written notification of the User about the facts and circumstances relevant to the fulfillment of the obligations under the Contract, the last known address and contact details of the User or his/her representative will be considered valid.

## **VIII – SECURITY AND SAFETY**

The User is obligated to act in accordance with all safety measures specified by the Marina. The User is obligated to comply with all health, safety and fire safety measures without exception.

The User takes note of the following:

- waste oil and filters, petroleum, detergent residues, municipal and other waste must be disposed of according to the type of waste in ecological containers in designated places in the Marina;
- the User is not authorized to make any modifications to the equipment of the Marina;
- smoking is prohibited in all indoor areas of the Marina.

Negligence or non-compliance with the terms of security and safety may be the reason for termination of the Contract by the Marina.



The User undertakes to leave the vessel's spare keys to the Marina, which can only be used in exceptional cases such as removal of the vessel because of a threat of possible damage to the vessel, third party property or persons. The User may, with express written authorization and with the consent of the Marina, allow the collection of the keys of the vessel to persons or repairmen who have registered business activity in the Republic of Croatia for the activity they will perform on the vessel.

The Marina does not acquire possession of the vessel for which the Contract is concluded.

Handing over the spare vessel's keys at the Marina reception is only for persons authorized by the User to collect these keys (for service, maintenance of the vessel etc.). Such handing over of duplicate keys does not represent entry into possession of the vessel, but only retention of the keys by order and on behalf of the User of the vessel.

## **IX – THE CANCELLATION/TERMINATION (BREAKING) OF THE CONTRACT**

The Marina may terminate (breake) the Contract before the expiry of the term in the following cases:

- violations of the provisions of the Contract, the General Conditions, the Code of Conduct, the Plan for the Reception and Handling of Waste from Vessels or positive regulations of the Republic of Croatia;
- irregular payment of the agreed fee for the vessel placement and other services.

If the User cancels or does not use the subject of this Contract during the entire Contract period, he/she is still obligated to pay the full amount of the contractual fee for the vessel placement, for the entire Contract period, and is not entitled to demand any compensation (refund of payment).

If during the term of the Contract there is a change in the owner or user of the Vessel, the Marina shall have the right to terminate the Contract for that vessel.

Each contract is concluded for a specific vessel/vessels. If the Contract is concluded for several vessels, a list of all vessels for which the Contract is concluded, is an integral part of such Contract.

The User does not have the right to exchange/replace the vessel for which he/she has concluded the Contract. The User concludes a new Contract with the Marina for the new vessel for which he/she requested an exchanging/replacement.

In exceptional cases, for operational reasons to be assessed independently by the Board of directors of the Marina at its own discretion, the Marina may, but need not, accept a written User's request for the exchanging/replacement of the vessels. For such an exchanging/replacement to be valid, the User's request must be made solely in writing form and the prior written consent of the Board of directors of the Marina is required. Such consent may be given only by the Board of directors of the Marina and strictly and only in written form – verbal consent has no legal effect.

If the User wishes to replace the vessel with another he must announce it in writing by 30.04 at the latest of the current year and state the reason for replacing.

The Marina shall be entitled, in its sole discretion, to determine the terms of placement for such new vessel, including but not limited to the calculation of fees, all terms and conditions of payment and any other possible benefits provided for in the Contract. The replaced vessel is not allowed to use a daily berth in the Marina and to perform charter activities.

If the User has concluded some other contracts with the Marina, the termination of this Contract automatically terminates all other contracts concluded between the Parties.

The Contract may not be transferred by the User to a third party, unless the Board of directors of the Marina expressly agrees with this; the Marina may specify special conditions for the transfer of the Contract. The User may not transfer the berth to a third party for use, either for a fee or free of charge.

In the event of a change in the ownership structure (structure of shareholders, unit-holders, mergers, etc.) of the legal person that is the User in such a way that the majority share of the share capital of the legal person of the User, directly or indirectly, is taken over by another legal or natural person, the Marina will have the right to terminate the Contract for that vessel.

In the event of cancellation or termination of the Contract, Marina will not be obligated to make a refund of the funds paid regardless of which party terminated the Contract.

In the above mentioned cases, in addition to the right of termination, the Marina has the right to compensation for the damage thus caused, i.e. the right to a contractual penalty if it is provided for in the Marina price list.

All notices of cancellation or termination shall be communicated by the contracting parties to each other in writing. The User shall be deemed duly notified of the termination or cancellation when the Marina sends such written notice to the last known postal address or e-mail address of the User or his/her representative.

From the moment when the User is deemed to have been duly notified of the termination or cancellation of the Contract, the User is obligated to remove the vessel from the Marina within 8 days. During the time the vessel is at the placement in a physical space in the sea after the expiry of the period of 8 days from the termination of the Contract, i.e. after the expiry of the notice period, the Marina calculates the fee which is applied to the daily vessel's placement according to its price list, and may also claim a contractual penalty if it is provided for in the price list.

If the User does not remove the vessel, the Marina is entitled to move the vessel to an appropriate location inside or outside the Marina, which does not affect its right to charge the fee applicable to the according to the daily vessel's placement its Price List and to claim a contractual penalty, nor does it affect its right to retain the vessel.

From the moment of the termination or cancellation of the Contract, the risk of loss of and damage to the vessel is entirely on the User. The contract automatically terminates in the event of the loss of the vessel.

## **X – THE REIMBURSEMENT OF THE DAMAGE**

**The Marina is liable only and solely for the functionality of the berth from the sea side (mooring).**

**The Marina is liable only and solely for the damage caused by dysfunctionality of the berth from the sea side (mooring) and that only under the condition that such damage is caused as a result of intent or gross negligence on the part of the Marina or its employees, with application of the conditions and limitations as specified bellow.**

If any user of the Marina services causes damage to the Marina or other users of the Marina services, either by their action or omission, he/she is obligated to compensate the damage in full accordance with the positive regulations of the Republic of Croatia.

The Marina will not interfere in any criminal, misdemeanor or property relation and contractual or non-contractual liability arising between users of particular services or the Marina and/or between users of individual Marina services and third parties in the Marina area.

For material/non-material damage to the property of the Marina, the property of other users of berths and the property of third parties, as well as for damage due to pollution of the environment, caused by the crew of the vessel or other persons authorized to reside on the vessel, or which arose as a result of any defect in the vessel or the vessel's equipment or as a result of poor maintenance of vessels or equipment, responsible is the person who, through his/her actions or omission, caused the damage in question personally or with his property.

The user is solely responsible for damages be caused by the cable connected to the Marina 220 V electrical installation.

The claim for damages must be based on the log of the competent official authorities in order for the validity of the claim to be able to be assessed. If that is not possible, the question of the validity of the claim will be left to the competent court.

The Marina is not liable for damages and other consequences arising from the non-compliance with these General Terms and Conditions and the Code of Conduct.

The Marina is not liable for damages caused by repairers, contractors, proxies and third parties, regardless of whether or not they have provided services within the Marina area with the knowledge of the Marina.

The Marina shall not be liable for any damages, regardless of who is found responsible, i.e. even in the case where the Marina is the person responsible for the damage that is caused as a result of intention or gross negligence on the part of the Marina or its employees, if the amount of damage to an individual vessel or of total damage is greater than the lower stated amount of the total damage or the percentage of the undisputed value of the individual vessel.

According to the provisions of these General Terms and Conditions from chapter II – The purpose and objective of the Contract, the Marina's liability for the damage that occurs on the vessels in the Marina area is completely excluded for all damages caused by any cause, especially by action of fire, sinking of the vessel, theft or disappearance of the vessel, side collision of the vessel the damages caused by weather storms/disasters or similar causes of damage.

The Marina has no obligation or responsibility to determine the correctness of fire-fighting equipment on board vessels or the correctness of any other equipment on board vessels in terms of preventing the occurrence of fires.

The Marina has no obligation or responsibility to supervise or prevent any actions of persons on board vessels, which may have an effect on the occurrence of fire.

In the event of a fire, the Marina personnel will take appropriate actions to prevent the spread of fire and extinguish the fire itself within its objective possibilities without risk to the health and life of the persons involved in taking these actions, and the Marina in no way guarantees that they will be able to prevent the occurrence or spread of fire either on the vessel from which the fire originated or on the vessels to which the fire may have spread.

The Marina has no obligation or possibility to determine whether there are persons present on board vessels that would be at risk of fire, but it will take reasonable measures in a particular case, depending on objective circumstances, to determine the presence of persons on a threatened vessel.

The order and type of activities that the Marina personnel will undertake after the occurrence of fire is fully within the authority of the autonomous assessment of the Marina personnel in the specific case, both with regard to the application of fire extinguishing equipment and in relation to activities aimed at preventing the spread of fire.

**By taking these actions, the Marina does not accepts/assumes responsibility eihter for the basis of the damage caused by the fire, or for the amount of the damage caused by the fire.**

The Marina shall not be liable for any damages resulting from: force majeure, omission and negligence on the part of the User or on the part of a person authorized by him/her and on the part of crew members, non-maintenance, neglect, wear and tear of the vessel if the User knew or should have known about it, hidden defects of the vessel, false, incorrect or incomplete information provided by the User concerning the vessel and its staying in the vessel placement, the costs of removing the wreck, damage due to pollution, damage caused by the breaking of the rope from the vessel towards the pier, incorrectly performed electrical or plumbing installations installed by the User from the shore connection to his/her vessel, the fault of third parties, the icing of the engine cooling system, rodents on board, theft or damage to the equipment of the vessel, violation of the provisions of the Contract, the General Terms and Conditions or the Code of Conduct by the User or by professional persons authorized by him/her and crew members.

The Marina is also not liable for damages caused by fire, sinking, explosion, theft or disappearance of the vessel, and the actions or omissions of a third party. The User will pay a compensation for the damage caused by his/her vessel to the property of the Marina, the property of third parties - the users of the Marina, the employees of the Marina or the guests of the Marina. The Marina does not act as an intermediary in the process of settling the damages.

In no case shall the Marina be liable for the lost benefit or gain that the User would have realized in the ordinary course of events or under special circumstances if there had been no adverse event.

In no case shall the Marina be liable for damage or loss of fenders, awnings, anchors, ropes, propellers, auxiliary vessels (dinghies, etc.), auxiliary outboard engines and other equipment of the vessel, as well as for personal belongings located on the vessel.

The Marina is in no way liable for works of art, precious metal objects, money, securities, collectibles and collections, unique's, precious objects and similar items.

**The Marina is liable only and solely for the damage caused by dysfunctionality of the berth from the sea side (mooring) and that only under the condition that such damage is caused as a result of intent or gross negligence on the part of the Marina or its employees, with application of the conditions and limitations as specified bellow:**

- EUR 40,000.00 for vessels with a hull length of up to 8 meters,
- EUR 80,000.00 for vessels with a hull length of more than 8 meters and less than or equal to 12 meters,
- EUR 100,000.00 for vessels with a hull length of more than 12 meters and less than 24 meters,
- for vessels longer than 24 meters in length (LOA) or heavier than 100 GRT or more than 15 years old, special conditions apply, which can be negotiated separately.

For vessels registered for commercial purposes (e.g. for the provision of accommodation services on board — charter, rent, etc.), special conditions apply, which are negotiated separately.

In any event, the Marina's liability for all harmful events in one calendar year, regardless of the number of damaged vessels, may not in total exceed the amount of 100.000,00 eur within the period of one calendar year. Regardless of the prior mentioned liability limitation of the Marina, in the event that its liability is established, the Marina is limitedly liable for damage to an individual vessel up to 50% of the indisputably determined value of that vessel.



The Marina has no obligation to reimburse the damages from the above mentioned contracted maximum limit of liability, until the Marina determines the total amount of the damages on all vessels derived/resulting from all adverse/harmful events within a period of one calendar year. After that, if her liability is established, the Marina shall be obliged to reimburse the damage to individual damaged parties in proportion to the share of the value of the damage of each individual damaged party in relation to the maximum reimbursement yearly amount of 100.000,00 eur for all material and non material damages and for all damaged vessels.

The User undertakes to equip the vessel with the properly functioning fire extinguishers, lock all movable equipment of the vessel and hand over to the reception desk the keys of the vessel which remain at the reception desk until the next departure. Upon arrival at the Marina, the User should report the guests onboard.

By signing the Contract, the User confirms that he/she has concluded with the insurance company an appropriate third party liability policy in relation to the vessel in question, as well as an adequate insurance policy covering damage to the vessel subject to the Contract for the entire duration of the Contract. The User is obligated to provide the Marina with copies of valid insurance policies on a regular basis and to inform the Marina of any significant change in insurance coverage. Adequate insurance coverage refers to the usual full casco insurance for the sum insured equal to or greater than the new purchase or estimated actual value of the vessel, compulsory liability insurance of the owner/operator of the vessel in accordance with the applicable legislation and voluntary liability insurance of the owner/operator of the vessel for damage caused by the vessel up to a limit of at least EUR 1,000,000.00 by event. Liability insurance must include liability for damage resulting from bodily injury or death and for damage to the property of the Marina, its employees and third parties, liability for the removal of wrecks and for contamination of the sea by fuel from the ship's tanks.

The User is liable for damage caused by breach of the obligations stipulated in the Contract and these General Terms and Conditions. The User is responsible for his/her personal actions and omissions as well as for the actions and omissions of the crew and all persons authorized to use the vessel.



The passengers and guests of the vessels, who are residents of non-EU countries, the User must declare and obtain the written consent of the Marina for the boarding such persons on the vessel.

If the breach of the contractual obligations causes damage to the property of the Marina or third parties, damage due to death, injury or damage to the health of the Marina's employees or third parties or damage due to environmental pollution, the User is obligated to reimburse such damage in accordance with the positive regulations on liability for damage. Should the Marina incur any costs, including legal costs, in connection with such damage, or should the Marina be obligated to pay any amounts of damages to third parties, the User is obliged to indemnify the Marina in full.

The Marina may perform urgent unforeseen actions without the prior consent of the User. Urgent unforeseen actions are actions that are necessary to prevent damage and protect vessels from damage, destruction, to maintain stability and buoyancy, to prevent danger to people's lives and health, the environment, other vessels, equipment, installations and infrastructure of the port, and they include actions by order of the competent public authority body.

Damage and costs resulting from urgent unforeseen acts shall be borne by the contracting party responsible for their occurrence. The contracting party that has incurred the damage or the costs of urgent unforeseen acts is entitled to compensation for damages and expenses from the third party responsible for their occurrence.

In particular, in the event that the User does not take the necessary measures to protect the vessel and equipment from loss or damage, or to eliminate the danger posed by the vessel or equipment to other vessels and property in the Marina area, the Marina is entitled to take reasonable measures necessary to eliminate the threat at risk and at the expense of the responsible User and is not liable for the damage thus caused to the vessel.

In case of the reimbursement claim, the User is obliged to direct such claim first and foremost against the insurance company that issued the port owner's liability insurance policy for the benefit of third parties, and not to direct such claim against the Marina or only subsidiary against the Marina.

In case of a breach of that obligation, the User is obliged to pay to the Marina the contractual penalty that amounts to 10.000,00 eur.

The data about above mentioned insurance policy the User is entitled to request from the Marina with a detailed explanation as to why he/she needs such Information.

The User undertakes, before lodging a lawsuit, submit his/her claims to the Marina and requests the settlement of the claims in a peaceful procedure. Submitting a request for a peaceful settlement of the dispute is an essential precondition for later lodging the lawsuit against the Marina.

The Marina shall decide on the above mentioned request within 60 days.

In case of failure to submit a previous request for a peaceful settlement of the disputes, the User agrees that such claim shall be dismissed due to non-fulfilment of the condition for its submission.

## **XI - THE ELECTRICITY AND THE WATER**

The User is obliged to comply with the Marina's water and electricity supply standards. The consumption of the same will be charged according to the valid price list.

## **XII – FINAL PROVISIONS**

By signing the Contract, the Parties accept the rights and obligations established by the Contract and by their signature confirm their agreement with the provisions of the Contract.

The Parties agree that the provisions of the Croatian Maritime Act primary and the provisions of the Croatian Civil Obligations Act secondary, and the provisions of the other provisions of the applicable regulations of Republic of Croatia will apply to those relations that are not regulated by the Contract and that any disputes will be resolved by the contracting parties by mutual agreement; if this is not possible, a Commercial court in Republic of Croatia has jurisdiction according to the place of the event/responsibility in relation to which the claim/proposal is submitted, with the sole and exclusive application of substantive and procedural law of Republic of Croatia.

In the event that an individual provision of the Contract or the General Terms and Conditions are found to be null and void, it will not affect the validity of the other provisions of the Contract or the General Terms and Conditions.

The official language of this document is Croatian, other languages serve as an aid to understanding. In case of different interpretation, the Croatian version is taken as valid.

Legal or natural persons which are owners of vessels registered for commercial use and their users, as well as legal or natural persons who have taken over these vessels for management, may not benefit from the benefits which according to the applicable price list for services or according to the General Terms and Conditions apply to private users, except those that are separately agreed upon.

These General Terms and Conditions apply to all contracts in the Marina concluded after 31.12.2025.

The Marina reserves the right to modify the provisions of the General Terms and Conditions, of which the User will be informed in a timely manner.

Veli Rat, 01.01.2026.

Nautika Veli Rat – Marina Veli Rat