

GENERAL TERMS AND CONDITIONS

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I. General Provisions

Preliminary Provisions

Article 1.

1.1 These General Terms and Conditions of Business ("Terms") apply to all users of the services provided by the marina – Nautical Center Trogir Ltd. – Marina Baotić (hereinafter referred to as the "Marina").

1.2. It is acknowledged that the Marina operates in an area open to the public without any special registration with Marina personnel. All users of the Marina therefore accept their duty of due care with respect to their own property as well as the property of third parties.

1.3. These Terms regulate the mutual rights and obligations of the Marina and the users of its services.

1.4. All Marina services are charged in accordance with the price list currently in force at the time the relevant service is offered to the user. The user is considered to have acknowledged the relevant price list by signing the Contract or by availing of the service in the case of a transit berth or other related services for which no Contract is signed. The current price list is available at the Marina reception.

Definitions

Article 2.

2.1. In these General Terms and Conditions, the following terms are used:

- The **CONTRACT** refers to the contract for the use of berths concluded between the Marina and the berth user;
- **PERMANENT BERTH CONTRACT** – A contract concluded by the berth user with the Marina, usually for a period of at least 6 months;
- **TRANSIT BERTH CONTRACT** – A contract concluded by the berth user with the Marina, usually for a period of up to 6 months, established by placing the vessel at the berth without a signed written contract;
- The **MARINA** is the provider of berths – Nautički centar Trogir d.o.o. - Marina Baotić, Don Petra Špike 2a/Konacvine 15, the provider of related services (fuel supply, accommodation of guests in apartments and rooms, crane services, etc.)
- The **BERTH USER** is a natural or legal person signatory to the Contract who claims the right to use the vessel either as an owner or by proxy of the owner, a holder or a user of the vessel from the Article 1 of the Contract (all jointly and severally liable for all obligations under the Contract).

The party to the Contract that is not the owner or does not fully own the vessel, by concluding the Contract, explicitly accepts its terms and confirms that it has previously informed the owner or co-owners about the conclusion of the Contract for the use of a permanent or transit berth with the Marina, that the vessel is located in the Marina, and that the Marina has the exclusive right to retain the vessel and exercise a right of retention in respect of unpaid berth fees, as well as to claim damages for which the Berth User is responsible;

- **STORAGE USER** – A berth user who, under a Berth Contract with the Marina, has rented storage space for equipment;



- **BERTH** – An area in the sea or on land allocated as a berth for a vessel in the Marina. The area in the sea may be located on the inner or outer side of the pier;
- The **PARTIES** are parties to the Contract — the Marina and the berth user.
- **The VESSEL is a** vessel for which the Marina assigns a berth in accordance with the Contract.
- **CHARTER** – the business activity of providing vessel rental services, either with or without a crew;
- **MARITIME AGENCY** – an agency that assists in concluding berth contracts between the Marina and the Berth User. Note: a maritime agency is not a party to the berth contract and cannot make complaints or claims under the contract without a special power of attorney from the Berth User;
- **The PROPELLANT LOADER** is a natural or legal person who claims the right to use a vessel either as an owner or by proxy of the owner, a holder or a user of the vessel and who accesses a gas station to supply the vessel with propellant.

II. PERMANENT BERTH

Contract for the Use of a Permanent Berth

Article 3.

3.1. The subject of the Contract is the service of using a permanent berth in the Marina, only for the Vessel specified in the Contract, whether in the water or on land, usually for a period of 12 months, and only exceptionally for 6 months. The parties may also conclude a Contract for the use of a permanent combined berth exclusively for a period of 12 months, with the Vessel being placed in a berth for 6 months in the water and 6 months on land.

Purpose and Objective of the Contract

Article 4.

- 4.1. The Contract regulates the conditions:
- under which the Marina provides the Berth User with a berth and the Berth User takes possession of and uses it, and
 - under which the Marina provides other related services.

Conclusion of the Contract

Article 5.

5.1. The Contract is concluded under the Maritime Code and sets out the rights and obligations of the Marina and the Berth User, including the provision of vessel supervision services.

5.2. A natural or legal person who does not have a Croatian personal identification number (a natural person who does not have Croatian citizenship and a legal person having its registered office outside the territory of the Republic of Croatia), and who wishes to conclude the Contract with the Marina, is obliged to obtain a Croatian personal identification number (hereinafter: the OIB) before concluding the Contract. Such a natural or legal person may also authorize the Marina for the procedure of determining and assigning the OIB, in which case it is obliged to submit to the Marina the documentation necessary for the determination and assignment of the OIB upon the decision of the competent authority and pay in advance the cost of obtaining OIB.

5.3. The Berth User who has a place of residence or headquarters outside the territory of the Republic of Croatia, and does not have an authorized representative in the Republic of



Croatia, is obliged to appoint an authorized representative for receiving letters in the Republic of Croatia and indicate his address when concluding the Contract.

5.4. The Contract is concluded when the Berth User accepts the Marina's offer containing all the essential components of the Contract. It is considered that the Berth User accepted the Marina's offer when he/she signed the Contract on the written contract form provided for this purpose. In the event that the time of signing the Contract is in dispute, the Contract shall be deemed to have been concluded:

- **when the Marina received a written notification from the Berth User that he/she agreed with the proposed Contract;**
- **when the Marina received a signed copy of the Contract in electronic form or by fax;**
- **when the Marina received payment of the agreed berth fee.**

5.5. A Berth User who is not also the registered owner of the vessel is required to have authorization from the registered owner of the vessel and the mortgage lender to conclude a berth contract, and it is considered that the berth user concludes the berth contract in their own name and on behalf of the registered owner of the vessel and the mortgage lender, and they are jointly and severally liable for all obligations under the berth contract.

Duration of the Contract

Article 6.

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

6.2. The Parties agree that the Annual Berth Contract shall be automatically extended for the subsequent period equal to the period defined in the introductory provisions of the Contract (the Contract Period), if the Marina does not receive written notice from the other party of its intention not to automatically renew the Contract for the subsequent period, 180 days before the expiration of the Contract Period at the latest (the tacit renewal of the Contract is derived from the principle of informality of the berth use contract and the validity of the manifestation of the will not only in words, but also in signs and conclusive actions).

6.3. 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 at its own discretion.

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

6.5. If the Berth User is late in delivering the notice of written notice of cancellation of automatic contract renewal for the upcoming period, with respect to the previously stated deadlines, the Marina may, but is not obliged to, accept the late withdrawal from further application of the Contract. In case of acceptance, however, the Berth User shall be obligated to pay **a contractual penalty** for failing to provide timely notice of withdrawal in the amount of 50% of the value of the contracted berth, based on the prices from the applicable price list at the time of the withdrawal from further application of the Contract.

6.6. The Berth User will be charged for the time spent at berth 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 for the daily berth.



6.7. The Marina will send the Berth User an offer to use the berth for the subsequent period before the end of the Contract Period.

6.8. **The Marina is not obliged to notify the Berth User of the expiration of the Contract.**

Terms and Methods of Payment

Article 7.

7.1. The Berth User undertakes to pay in advance the fee for the use of a berth for the entire period of berth usage and according to the price list in force for the current year, which 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 (subject to the restrictions set out by the Croatian Act on Prevention of Money Laundering and Financing of Terrorism).

7.2. In the event that the Berth User does not pay the berth fee in a timely manner, the Marina has the right to charge the Berth User for the statutory interest and the compensation of damages in accordance with the Croatian Civil Obligations Act. 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.

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

7.4. Other services provided by the Marina shall be paid by the Berth 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 Berth User pays for other services electronically, the Marina will be entitled to require the Berth 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 Berth 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 Berth User does not meet its obligations under the Contract by paying the invoice within the agreed period.

Detention and stopping of a vessel

Article 8.

8.1. **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 Berth User for all unpaid claims**, for example if the Berth 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 mooring of the vessel or the services of the Marina performed by the companies in the Baotić 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 berth. The Marina has the right of retention until the full settlement of claims. If the Berth User does not pay the debt within 30 days from the due date of the debt, the Marina will initiate the procedure for the forced recovery of its claim.

8.2. 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.



8.3. The Berth User shall assume responsibility for all costs incurred (hauling out and launching the vessel, enforcement costs, court costs, etc.)

Documentation

Article 9.

9.1. The Berth User is obligated to submit to the Marina a valid copy of the documents, and the originals for inspection by the reception staff, which prove ownership or other basis authorizing the Berth 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 vessel's insurance policy, compulsory third-party liability insurance for the vessel user, casco insurance, additional third-party liability insurance for the vessel user, a document on the customs status goods in the EU, and the name, surname, OIB, passport/identity card number and date of birth and a copy of the extract from the court register for the legal entity of the vessel owner. The Berth User is obliged to provide said copies of documents to the Marina each time when they are extended or new ones are issued. The Berth 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.).

9.2. The Contract is valid even if the Berth User has not fulfilled the obligation to deliver any of the above documents.

Article 10.

Method of Communication

10.1. The primary method of communication shall be via email, which the Berth User provided to the Marina as their email address when concluding the Contract. Delivery by the Marina shall be valid even without recipient acknowledgment or proof of delivery, while delivery to the Marina is valid only if the Marina confirms receipt by return email.

10.2. The Berth User can change their contact email address by notifying from the previously provided email address or in person by signing at the Marina. The Marina is not required to follow instructions from an email address that is not properly registered.

10.3. The Marina has the right to terminate the Contract on its own if there is any doubt regarding the identification of the Berth User.

Rights and Obligations of the Marina and Terms of Service

Article 11.

11.1. The Marina guarantees that the berth, which is the subject of the Contract, fits the characteristics of the vessel in terms of its length and width and that the berth is provided with devices for secure mooring, i.e. correct bollards and ropes.

11.2. The price of the annual berth includes the use of sanitary facilities and one parking space for the vehicle within the area of the Marina.



Article 12.

12.1. 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.

12.2. If, when signing the Contract, the Berth User does not warn the Marina about the special characteristics of the vessel (eg: racing boat, crosstrees wider than average, needs to supply the vessel with electricity stronger than the standard power, supply of points in a quantity greater than the standard, etc.), the Marina shall not be liable for or bear any cost that would arise as a result of the special characteristics of the vessel.

12.3. In the event that the Berth 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 Berth 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.

12.4. The Marina is authorized to carry out the transfer of the vessel of the Berth User to a new berth without his/her consent.

12.5. The Berth 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 berth of the User for use to another user during the absence of the vessel of the Berth User from the Marina without the prior consent of the Berth User.
Absence of a vessel from the Marina is not deducted from the berth price.

12.6. 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 berths 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 berths.

12.7. The Marina is neither obligated, authorized, nor required to verify whether a Vessel is in the Marina, whether a Vessel that has concluded a Berth Contract is technically seaworthy, or whether it is in any way technically or administratively and legally compliant.

Vessel Supervision

Article 13.

13.1. The Marina undertakes to supervise the vessel in the Marina.

13.2. The Marina in accordance with the Article 673.n of the Maritime Code provides the service of supervising the vessel exclusively by means of an external inspection of the vessel, which does not include inspecting equipment, covering and airing the vessel, discharging rainwater etc., by a sailor of the Marina, and no more than twice during 24 hours, i.e. at least every 12 hours, which means that the Marina sailors are not required to supervise the vessel during the 12 hours between the two patrols.



13.3. The Marina provides the service of vessel supervision defined in these General Terms and Conditions only if it is unquestionably clear that the Berth User or other persons are not present on or in the vicinity of that vessel.

13.4. If the sailors of the Marina determine that the vessel is open, or that the light is on, or that the User has confirmed the presence in the Marina with the entry card, or that there are other circumstances that clearly indicate the use of the vessel, it is considered that the vessel is under the Berth User's supervision and there is no obligation of the Marina to supervise the vessel during this period.

13.5. The supervision of the vessel shall be carried out by visiting the vessel at sea berth without entering the vessel only from the land, that is from the pier as far as possible by the Marina sailor passing through the piers, without individually stopping at each individual vessel for a more detailed supervision of the individual vessel.

13.6. Equally, when conducting a dry berth supervision, supervision is carried out by a sailor passing between the piers in the same daily cycles, without going around each individual vessel and inspecting the vessel in detail from those sides that are not visible when passing between the piers.

13.7. The sailors are not required to record damage to the vessel that does not threaten to ignite or sink the vessel (e.g. they are not able or obliged to monitor changes in the waterline of the vessel).

13.8. The Marina assumes no responsibility for preventing the occurrence and spread of fire in conditions where the Marina could not detect nor begin extinguishing a fire in a timely manner due to the speed at which the fire spreads.

13.9. As a rule, the lateral clearance of vessels on dry dock is between 50 and 150 cm and the Marina is not obliged to provide a greater distance between the vessels for the entry of fire vehicles between the two vessels on the side.

13.10. The Marina has no duty or responsibility to guard and care for the equipment of the vessel, in particular e.g. fenders, damage to railings, damage or loss of tarpaulins, cushions, sails and sail equipment, etc. In particular, the Marina has no duty to inspect and discharge rainwater from tarpaulins or vessels and to check the serviceability of tarpaulins.

13.11. The Marina has the right to additionally, without obligation, provide the services of visiting and photographing the vessel, but for this reason the Marina has no obligation or responsibility to supervise the vessel additionally or in any other way not stipulated above in this provision where it is determined that the obligation of the Marina is one patrol in 12 h.

13.12. In the case of additional patrols by the Marina, which happen more often than the Marina has committed itself to within a period of 12 hours, the Marina does not bear any responsibility for the failure to react or notify the User. The Marina is not obligated, but has the right to provide the User with photographs or other notifications about the patrol of his/her vessel. The Marina is not obligated and has no responsibility to observe changes or compare the condition of the vessel to the previous state of the vessel at the time of the last stay of the Berth User on board the vessel.



13.13. The Berth User or a third person authorised by him/her shall be deemed to have boarded the vessel when:

- they reported their arrival in the Marina, that is, they are deemed to have left the vessel when they reported their departure from the Marina,
- they took the keys and documents of the vessel at the Marina reception desk, that is, they are deemed to have left the vessel when they handed over the keys and documentation of the vessel at the Marina reception desk,
- the sailors of the Marina notice during a regular routine patrol that the Berth User or a person authorized by him/her is on board the vessel, and it starts again when the Marina sailors notice that no one is on board the vessel, which is recorded in accordance with the Marine protocols.

13.14. In exceptional circumstances, the Marina may, for justified reasons, modify, reorganize or temporarily suspend the provision of the supervision of the vessel at berth and additional services and works within its activity, which is not considered a breach of the obligation from the Contract and does not entitle the Berth User to a reduction or refund of part of the berth fee.

Supervision of Vessels Over 24 Meters in Overall Length (LOA)

Article 14.

14.1. The berth users who contract a berth for a vessel above 24 m LOA assume the obligation of their own constant supervision by a minimum of 1 person, which means that the continuous supervision of such a vessel is solely the responsibility of the Berth User, not the Marina. For such vessels, the Marina provides supervision only in the area of the technical safety of the berth that it has given for use (mooring and coastal infrastructure), since the Marina does not provide the service of supervising the vessel when the User or a person authorized by the User is on board the vessel. The marina is not obligated to check whether there is continuously at least one person on board such a vessel.

Video Surveillance and Sensors

Article 15.

15.1. Video Surveillance for Marina Purposes:

The Marina has the right, but not the obligation, to set up video surveillance in its area based on its needs. The Marina is not required to maintain the system or keep video recordings. It is also not obliged to share data from video surveillance with any third party.

15.2. The Marina is not responsible for any data that may be identified or determined by viewing the video surveillance in the manner described above.

15.3. The Marina and its employees are not obligated to take any action (e.g. prevent damage) based on information or data from video surveillance.

15.4. In cases where Berth Users install any sensors on their Vessels (e.g. smoke sensors, temperature sensors, bilge sensors, battery sensors), regardless of the type of sensor or any other sensors, and irrespective of who sold, donated, or installed the sensors, the Marina shall have no obligation to take any actions (e.g. prevention of damage) based on information or data obtained through such sensors.



15.5. All forms of technical surveillance by the Marina, including any other forms within the Marina, do not affect the Marina's responsibilities for supervising the Vessels, which are specifically **defined** in these General Terms and Conditions.

Obligations of the Berth User

Article 16.

16.1. The Berth User is obligated to use the berth with due diligence of a prudent businessperson, that is, host, to respect all positive regulations on navigation, environmental protection and the maintenance of order in the port and the provisions of the Marina's Code of Condu, the Plan for the Reception and Handling of Waste from Vessels and the applicable price list, and the provisions of these General Terms and Conditions, which form an integral part of the Berth Contract.

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

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

16.4. The Berth 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 Berth User or their authorized representative is not present on the Vessel, the Berth User is obligated to disconnect all electrical devices from the power supply 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;
- 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 authorised 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 Berth User, the person authorized to represent the Berth 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 Berth 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 Berth User about the facts and circumstances. The Marina is not responsible for any communication which will occur via phone. The Marina is also not responsible for any misunderstandings regarding orders or services that were agreed upon verbally at the reception without written confirmation via email.
- 16.5. The Berth User must not:
- Rent the berth to third parties;
 - Leave equipment, trailers, luggage, jet skis, or other items without supervision. If left without supervision, the Marina has the right to remove them, no matter who owns them, without any responsibility, to ensure the safety of all Marina users and their guests;
 - Use any part of the Marina, its facilities, Vessels, or vehicles located on or within the Marina premises for commercial purposes, unless there is a special contract with the Marina for such activities;
 - Post or display notices or advertisements, unless the Marina gives written permission.
- 16.6. Any failure on the part of the Berth User shall not be considered a failure of the Marina, and the Marina is not obligated to correct the Berth User's failure and/or contact the Berth User.
- 16.7. The Berth User is not allowed to carry out any commercial activity (charter, etc.) on the piers or within the Marina area without a special permission from the Marina.

Termination and cancellation of the Contract

Article 17.

- 17.1. The Marina may terminate 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 use of berths and other services.
- 17.2. Contract will automatically be canceled in the event of the Vessel's total loss.
- 17.3. **If the User terminates or does not use the subject of this Contract during the entire Contract Period, he/she is nevertheless obligated to pay the full amount for the entire Contract Period and is not entitled to demand any compensation (refund of payment).**
- 17.4. In the event of cancellation or termination of the Contract, the Marina will not be obligated to refund any payments made, regardless of whether the Berth User canceled or terminated the Contract.
- 17.5. In the event of termination or cancellation of the contract, in addition to the right to terminate, the Marina is also entitled to compensation for any damage caused, as well as to a contractual penalty if provided for in the Marina's price list.



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

Article 18.

18.1. 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.

18.2. In the event of a change in the ownership structure (structure of shareholders, unit-holders, mergers, etc.) of the legal person that is the Berth User in such a way that the majority share of the share capital of the legal person of the Berth 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.

18.3. The Berth Contract and the rights arising from the Contract may not be transferred by the Berth User to a third party unless the Marina Management expressly agrees to such transfer; the Marina may specify special conditions for the transfer of the Contract in writing. The Berth User may not allow a third party to use the berth, whether for a fee or free of charge.

Article 19.

19.1. Each Berth Contract is concluded for a specific Vessel/Vessels. If the Contract is concluded for multiple Vessels, an integral part of such Contract must be a list of all Vessels for which the Contract is concluded.

The berth user has no right to replace the Vessel(s) for which the Contract was concluded. For a new Vessel for which a replacement is requested, the berth user must conclude a new Contract with the Marina.

In exceptional cases, for business reasons assessed independently by the Marina Management, at its sole discretion, the Marina may, but is not obliged to, accept a written request for replacement of a Vessel. For such a replacement to be valid, the berth user's request must be submitted exclusively in written form, and prior written consent of the Marina Management is required. Such consent may be given exclusively by the Marina Management and exclusively in written form.

19.2. If the Berth User wishes to replace the vessel with another, they must submit a written request by April 30 of the current year, stating the reason for the replacement and following the vessel replacement rules outlined in the preceding clauses. The Marina shall be entitled, at its sole discretion, to determine the terms of mooring for such new vessel, including, but not limited to, the calculation of fees, all terms and conditions of payment, and any other benefits provided for in the Contract. The replaced vessel shall not be permitted to use a daily berth in the Marina or to engage in charter activities.

Article 20.

20.1. All notices of termination or cancellation of the Contract shall be delivered by the contracting parties in writing. The Berth User shall be deemed duly notified of the termination of the Contract if the Marina has sent a written notice of termination, including a statement of all costs incurred up to that point, to the e-mail address provided by the Berth User to the Marina

20.2. From the moment when the User is deemed to have been duly notified of the termination of the Contract, the Berth User is obligated to remove the vessel from the Marina within 8 days. During the time the vessel is at berth 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 berth according to its price list, and may also claim a contractual penalty if it is provided for in the price list.

20.3. If the Berth 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 transit berth according to its Price List and to claim a contractual penalty, nor does it affect its right to retain the vessel.

20.4. 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 Berth User.

Departure from the Vessel

Article 21.

21.1. If the Vessel is not collected within 30 days following the expiration or termination of the Contract, the Marina shall have the right, but not the obligation, to take possession of the Vessel and deliver it to a third party, for whom the Marina shall not be liable, and who shall have no obligation to safeguard the Vessel and may even destroy it, all without any further obligation to notify the Berth User, owner, or operator of the Vessel of the actions taken by the Marina.

III. TRANSIT BERTH

Contract for the Use of a Transit Berth

Article 22.

22.1. The subject of the Contract is the service of using a transit berth in the Marina. The Contract for the use of a transit berth is a short-term contract, which, as a rule, lasts at least one day and no more than six months. Exceptionally, it may be extended beyond this period. Its duration is based on the number of days the Vessel actually stays at the berth.

Purpose and Objective of the Contract

Članak 23.

23.1. By providing a transit berth, the Marina exclusively provides space for the mooring of vessels within the Marina. Marina's responsibility is limited exclusively to the correctness of the moorings. The marina provides the user with access to well-maintained standard sanitary facilities.

Conclusion of the Contract

Article 24.

24.1. The service of using a transit berth is provided on the basis of an **informal contract, which shall be deemed concluded when the Vessel docks and moors at the Marina.** By doing so, the Transit Berth User fully accepts these General Terms and Conditions and the Code of Conduct, in their entirety and without any possibility of modification.

24.2. The contract for the use of the transit berth can **also be concluded when the Transit Berth User announces their intended arrival at the Marina before tying up, and therefore requests an offer from the Marina that contains all the essential elements of the Contract and accepts it.** It is considered that the Transit Berth User has accepted



the Marina's offer (and thus concluded the Contract) when the Marina has received either a written notification from the User agreeing to the offer or payment of the agreed fee for the transit berth.

24.3. The Transit Berth User is the person who is in possession of the Vessel at the time of using the transit berth.

24.4. The Marina assigns a transit berth to each Vessel in accordance with the Code of Conduct and its berth allocation plan, depending on the availability of transit berths at the time of the Vessel's arrival. Upon the Vessel's announced arrival, a Marina sailor shall meet the Vessel and allocate the berth.

24.5. The Marina is not obliged to take on board the Transit Berth User even if a transit berth is available, except in cases of immediate danger due to weather conditions.

24.6. Vessels for which a contract for the use of a permanent berth on land has been concluded shall have the status of a transit vessel while at sea. Users of a contracted dry berth shall also comply with all rules applicable to transit berths while using a transit berth at sea.

Documentation

Article 25.

25.1. When a Vessel arrives at the Marina and is moored at the berth, the Vessel User shall immediately report the Vessel's arrival at the Marina reception and provide the appropriate document authorizing departure.

25.2. The Marina undertakes to keep the documentation of the Vessel received from the Berth User and has the right to retain it for the entire time the Vessel is at the Marina and until the invoice for the provided transit berth and related services is fully settled.

Obligations of the Transit Berth User

Article 26.

26.1. The Transit Berth User is obliged to:

- Pay the fee for the use of the berth at the Marina in accordance with the current tariff upon receipt of the invoice from the Marina, and in any case before leaving the Marina
- Authorise a credit card on request from the Marina reception as security for the payment of any amount due, or permit the Marina to charge such amount;
- Keep the Vessel in good order and maintain it with due care at all times whilst it is moored in the Marina, as the Marina sailors do not provide supervision for Vessels on a transit berth;
- Equip the Vessel with appropriate mooring lines and fenders;
- Announce your arrival at the Marina by Vessel via e-mail, telephone, or radio (VHF channel 17);
- Comply with these General Terms and Conditions, the Code of Conduct, the Vessel Waste Reception and Handling Plan, and the current Marina Price List.



Vessel Supervision

Article 27.

27.1. **Vessels on a transit berth are not supervised by the Marina and are considered to have a crew on board, regardless of whether a crew is actually present.**

Termination and Cancellation of the Contract

Article 28.

28.1. **The provisions on termination and cancellation of the Contract contained in Chapter II relating to permanent berths shall apply accordingly to Transit Berth User.**

Application of the Remaining Provisions of the General Terms and Conditions

Article 29.

29.1. All remaining rights of the Marina in relation to Transit Berth User that are regulated in respect of users of permanent berths shall apply accordingly to users of transit berths.

29.2. Unless otherwise provided in the provisions of Chapter III (Transit Berths), the provisions of Chapter II (Permanent Berths) shall apply.

IV. OTHER GENERAL PROVISIONS

Special Conditions

Article 30.

30.1. For vessels over 24 metres in length overall (LOA), or of 100 GT or more, or older than 15 years, special conditions shall apply and may be negotiated separately.

30.2. For vessels registered for commercial purposes (e.g. the provision of accommodation services on board, such as charter, rental, etc.), special conditions shall apply and may be negotiated separately.

These General Terms and Conditions shall apply accordingly to the vessels mentioned above, except where otherwise agreed by special conditions negotiated separately.

Security

Article 31.

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

31.2. The Berth 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;
- all flammable material must be stored in special storage facilities with an appropriate ventilation system;
- the Berth User is not authorized to make any modifications to the equipment of the Marina that falls within the right to use the berths;
- smoking is prohibited in all indoor areas of the Marina.



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

Article 32.

32.1. The Berth 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 Berth 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.

32.2. By leaving spare keys, the Marina does not acquire possession of the vessel. The Marina is not responsible for any keys related to the Vessel or for the person who will take possession of the keys.

Liability

Article 33.

33.1. 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.

33.2. The Berth User is liable for damage caused by breach of the obligations stipulated in the Contract and these General Terms and Conditions. The Berth 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. 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 Berth User is obligated to compensate for 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 Berth User is obliged to indemnify the Marina in full.

33.4. 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 Berth User and anyone on board the Vessel shall be fully responsible for any damage to the Vessel or any damage caused by the Vessel.

Article 34.

34.1. The Marina, in the course of its operations, and in particular with respect to the obligations set out in these General Terms and Conditions, shall be liable only for damage caused by defects in the moorings, and only if such damage arises from gross negligence on the part of the Marina or its employees. The Marina's liability shall be limited to the amount covered by its liability insurance. The Marina may be exempt from liability if it proves that it acted with the care of a competent professional, or if it proves the existence of any other grounds for exemption from liability.



34.2. The Marina is liable for damages for which it is liable on the basis of statutory liability, i.e. for damages caused by the employees of the Marina, and for which, according to a court ruling, the Marina is liable. The Marina has a nautical port owner's liability insurance towards third parties. This insurance covers damages for which the nautical tourism port is liable towards the person who has concluded the contract for the use of the services of the nautical tourism port or towards third parties.

34.3. The Marina's liability for damage shall be limited to damages in the amount of damage actually incurred, but at most up to the amount per category of vessel as follows:

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

34.4. In any event, the Marina's liability for damages is limited to an amount up to a total of EUR 100,000.00 per event and claim.

34.5. When supervising vessels at berth, the Marina shall be liable for damage to or loss of the vessel's inventory and equipment only if cumulatively the following conditions are met:

- the Berth User has proved that the damage or loss occurred while the vessel was under the supervision of the Marina,
- the Berth User has proved a causal link between the damage and the failure to exercise supervision; and
- the Berth User has proved that the failure to exercise supervision was due to the intent or gross negligence of the Marina.

34.6. 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.

Article 35.

35.1. The Marina is not liable for any damage caused by fire, sinking, explosion, theft, or disappearance of the vessel, nor for any damage resulting from the actions or failure to act by third parties.

35.2. The Marina shall not be liable for any damages resulting from: force majeure, omission and negligence on the part of the Berth 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 Berth User knew or should have known about it, hidden defects of the vessel, false, incorrect or incomplete information provided by the Berth User concerning the vessel and its stay at the berth, 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 Berth 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 Berth 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 Berth 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.

35.3. 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.

35.4. The Marina is not liable for any damage in connection with the use of ladders or in connection with the embarkation or disembarkation of the Berth User and its crew members on or from vessels located on land, as well as for damages due to the use of the piers and the Marina's land space in relation to things, cables and anything else that may cause damage to the User as pedestrians.

35.5. 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.

35.6. 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, if there are no traces of tampering, burglary or other form of forced entry into enclosed parts of the vessel.

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

35.8. 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, 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. In any event, the liability of the Marina for a single adverse event, for a vessel at a permanent or transit connection, regardless of the number of vessels damaged, may not exceed in total the amount equivalent to 100,000 EUR, within a period of one calendar year, except in the case where the damage is caused by intent or gross negligence of the Marina. Notwithstanding this limitation, the Marina shall, where its liability is established beyond dispute, be liable to a limited extent for damage to an individual vessel up to 50% of the undisputed value of that vessel.

35.9. The Marina has no obligation to pay damages from the maximum limit of liability agreed above until the Marina determines the total amount of damage to all vessels covered by a single adverse event within one calendar year. Subsequently, if its liability is established, Marina has an obligation to pay to individual injured parties in proportion to the share of the value of the damage of each individual injured party.

35.10. The Marina is not liable for damages that it could not have foreseen, prevented, eliminated or mitigated by regular means during the supervising, as regulated by these General Terms and Conditions.



35.11 If the damage is caused by a malfunction of the vessel itself, and the malfunction could not be detected by the Marina staff within the scope of their prescribed vessel supervision duties set forth herein, the Marina assumes no liability for compensation of damage at its own expense or towards the Berth User from whose vessel the damage originated or was caused, nor to the users of other berths, users of other vessels or owners of other vessels who are affected by such damage.

35.12. 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.

35.13. The Marina is not liable for any damage to the Vessel that may occur after the Berth Contract has terminated, unless such damage was directly caused by the Marina with intent or gross negligence when lifting the Vessel and transporting it to dry storage. Upon the expiration or termination of the Contract, the Marina's liability for the contract vessel ends.

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

35.15. The Marina may perform urgent unforeseen actions without the prior consent of the Berth 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 Berth 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 Berth User and is not liable for the damage thus caused to the vessel.

Article 36.

36.1. The Marina will not interfere in mutual criminal, civil, and property relations, or in contractual or extra-contractual liability arising between users of the Marina's services and/or between users of the services and third parties on the Marina's premises, except in cases involving violations of the provisions of the Code of Conduct and the Regulations on Handling of Plan for the reception and handling waste and cargo residues from vessels, provided that the Marina has unequivocal evidence of the person responsible for the violation.

Article 37.

37.1. By signing the Contract, the Berth 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 Berth 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, additional liability insurance of the



Berth User towards third parties, 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 per 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.

Liability for Fire Damage

Article 38.

38.1. **The Marina shall not be liable for any damage to vessels caused by fire, whether to the vessel where the fire initiated or to any other vessel to which the fire may have spread.**

38.2. 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.

38.3. 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.

38.4. The personnel of the Marina are not able or obliged to conduct a patrol of each individual vessel in periods shorter than 12 hours, as the supervision of the vessel is agreed upon, and for this reason the Marina assumes no obligation or responsibility to notice a possible occurrence of fire in a period of less than 12 hours.

38.5. 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.

38.6. 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.

38.7. 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.

38.8. The Berth 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 Berth User should report the guests onboard.

V. RELATED SERVICES

Lease of Equipment Storage Facilities

Article 39.

39.1. Under the concluded Contract, the Berth User may arrange for the hire of equipment storage space as an additional paid service. The storage space is intended solely for storing equipment and not for the Berth User's occupancy or any other activities. In connection with this service, the Marina shall not be liable for the loss of or any damage to items left in the storage unit by the Berth User or any third party. The Marina reserves the right to use a spare key to the storage unit to inspect its condition or to retrieve its own equipment from the unit.

39.2. The Contract User of the storage facility assumes sole personal liability for any damage their property may cause to the Marina and to third parties.

Electricity and Water

Article 40.

40.1. The Berth User is obliged to comply with the Marina's standards on water and electricity supply. The consumption of these will be charged according to the applicable price list.

Fuel Supply

Article 41.

41.1. The supply of diesel fuel in the Marina is provided at the gas station, which is located in the easternmost part of the Marina.

41.2. The supply of propellant in the Marina must be carried out in accordance with the provisions of this Regulation, the Code of Conduct and the applicable Regulations on Handling of Hazardous Substances, Conditions and Manner of Transport in Maritime Traffic, Loading and Unloading of Dangerous Substances, Bulk and Other Cargo in Ports and Manner of Preventing the Spreading of Spilled Oils in Ports.

41.3. The Marina may, for reasons of safety and the protection of physical safety of persons and the environment and due to non-compliance with the provisions of this Regulation, prohibit the commencement and further supply of the vessel with propellant, as well as order the vessel to leave the Marina.

41.4. Responsibility for the operation of supplying the vessel with propellant, as well as for the type of propellant poured into the vessels, lies exclusively with the propellant loader.

41.5. When docking the vessel, the sailors tie the ship with a rope and, at the request of the propellant loader, assist in mooring, but neither the sailors nor the Marina are liable in the event that the person operating the vessel damages the vessel.

41.6. Before one starts handling propellant, the vessel must be securely and safely moored to prevent damage to the shore, vessel, flexible hoses, appliances and equipment.

41.7. The supply of propellant is carried out using flexible hoses of the required length.

41.8. The gas station is equipped with fire fighting equipment and equipment to prevent the pollution of the sea.



41.9. At the gas station, stickers prohibiting smoking, the use of telephone devices, the use of open flames, grinding and the danger of explosion must be prominently displayed.

41.10. The employees of the gas station are trained in safe operation, work with petroleum products, handling flammable liquids, initial fire extinguishing as well as providing first aid.

41.11. It is forbidden to access the berths and stay in the area of the gas station to the vessels which carried out the transfer of the propellant.

41.12. The handling of the propellant must be stopped and all ventilation openings must be closed at the same time:

- during adverse weather conditions which may endanger the safety of the vessel or the device
- when there is a failure of any device handled, and this failure may cause the pollution of the sea or endanger physical safety of persons
- when a fire occurs at the gas station or in its immediate vicinity.

41.13. Upon completion of the propellant supply, the propellant loader is obligated to cover the cost of the propellant.

Hauling out and launching the vessel

Article 42.

42.1. The Marina has no obligation or duty, under the Berth User Instructions, to moor the Vessel for hauling out or launching. The Marina shall, at its sole technical discretion, approve or refuse any instruction to haul or launch the Vessel.

42.2. The Marina has the right to move a Vessel without the authorisation or consent of the Berth User or the Vessel's Owner:

- if necessary, at its sole discretion, to reposition the Vessel to a different berth;
- to prevent damage, as reasonably practicable under the circumstances;
- during the holding of any events, including, but not limited to, boat shows;
- to retain the Vessel for the purpose of recovering any outstanding debts.

Access of external service providers

Article 43.

43.1. In order to protect the property and interests of other users of the Marina, in order for them to obtain good and quality service and in order to protect the interests of the Marina premises, the business area of the Marina and the interest of companies affiliated with Marina, rules will apply to all external service providers.

43.2. The Berth User is obligated to announce the arrival of an external technician to his/her vessel and issue a power of attorney for that person. The technician will pay the daily entry fee in advance, for each worker, according to the applicable price list. The daily entry fee for jobs under guarantee will be charged according to the applicable price list of the Marina if the Berth User submits all official written documentation for those jobs issued by the authorized service provider, which the Marina may request if it deems necessary.

43.3. For all false statements, a contractual penalty equal to the amount of double the daily entry fee for the external technician will be charged. In such cases, the Marina will also have the right to permanently prohibit that technician from entering the Marina.

Apartment and room accommodation

Article 44.

44.1. For the provision of accommodation services for guests in apartments and rooms in the Marina, special general conditions have been developed, which are published on the Marina's website and displayed at the Marina reception desk.

VI. FINAL PROVISIONS

Personal Data Protection

Article 45.

45.1. Personal data of natural persons will be processed lawfully, fairly and transparently in compliance with the provisions of the Croatian Act on the Implementation of the General Data Protection Regulation and the General Data Protection Regulation (EU) 2016/679, in such a way that only appropriate and relevant personal data will be processed and exclusively for specified, explicit and lawful purposes, and further personal data will not be processed in the manner which is not consistent with these purposes.

Personal data will only be retained for as long as is necessary for the purposes for which the personal data are processed or as prescribed by a particular law.

Application, interpretation, and jurisdiction

Article 46.

46.1. By signing the Contract, the Parties accept the rights and obligations established by the Contract and, by their signature, confirm their agreement with its provisions. The Parties agree that, in matters not regulated by the Contract, the provisions of the Croatian Maritime Code shall apply primarily, and, subordinately, the provisions of the Civil Obligations Act and other applicable positive regulations of the Republic of Croatia. Any disputes shall be resolved by the Parties through mutual agreement; if this is not possible, the competent court in Zagreb shall have jurisdiction, with the exclusive application of the substantive and procedural law of the Republic of Croatia.

46.2. 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.

46.3. 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.

46.4. Section headings and article titles are included for ease of reference only and shall not affect the interpretation of the provisions of these General Terms and Conditions.

46.5. The General Provisions (I.), Other General Provisions (IV.), provisions on Related Services (V.), and Final Provisions (VI.) of these General Terms and Conditions apply to all users of the Marina's services, while the specific provisions on Permanent Berths (II.) and Transit Berths (III.) of these General Terms and Conditions apply only to the respective contractual relationships. In the event that any specific provision conflicts with the general provisions, the specific provision shall take precedence over the general provisions of these General Terms and Conditions.



Article 47.

47.1. If a compensation claim arises, the Berth User must first submit the claim to the insurance company that covers the Marina's liability to third parties, and only later, if necessary, to the Marina. If this obligation is not followed, the Berth User will owe the Marina a contractual penalty of 10.000,00 EUR.

47.2. The Berth User can ask the Marina for information about the above-mentioned policy, as long as they explain in detail why they need it.

47.3. A Marine customer who intends to initiate a legal dispute must provide Marine with written notice of all claims they intend to bring before a court at least thirty (30) days in advance. If they fail to do so, the Marine customer agrees that the lawsuit will be dismissed if Marine raises an objection.

Article 48.

48.1. 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 use berth users, except those that are separately agreed upon.

Article 49.

49.1. **Berth users natural persons (consumers), confirm that:**

- **They have taken note of all provisions of the General Terms and Conditions, and have received a copy of the General Terms and Conditions prior to signing the Contract;**
- **They have carried out all necessary professional consultations and obtained clarifications from the Marina to fully understand the General Terms and Conditions and the Contract itself;**
- **They are under no obligation or undue pressure to conclude the Contract;**
- **The Marina does not hold a monopoly position in providing berthing services with respect to the Berth User;**
- **By paying the berth fee, the natural person, as the Berth User, confirms that they have fulfilled all of the above.**

Accordingly, the Berth User fully understands and accepts the rights and obligations set forth in the Contract and in the General Terms and Conditions of the Marina.

Effective Date and Amendments

Article 50.

50.1. These General Terms and Conditions take effect on 30 January 2026 and are published on the Marina's official website.

50.2. For Berth Users who have a berth contract as of 30 January 2026, these General Terms and Conditions will take effect on 1 April 2026, and such Berth Users will be formally notified of this by email at least 30 days in advance (by 1 March 2026).

50.3. By concluding a contract after the date of entry into force of these General Conditions, it is considered that the User has accepted these General Terms and Conditions.

50.4. When the new amendments to the General Terms and Conditions of Business take effect, the General Terms and Conditions of 1 January 2025 will no longer apply.

50.5. The Marina reserves the right to modify the provisions of the General Terms and Conditions, of which berth users and the users of related services of the Marina will be informed in a timely manner.

In Seget Donji, on 30 January 2026.

MARINA BAOTIĆ

Željko Baotić, director