

GENERAL TERMS AND CONDITIONS OF BUSINESS – YC MARINA

I GENERAL PROVISIONS

Article 1

The general terms and conditions of business apply to users of nautical tourism port services – YC Marina (hereinafter: the Marina).

It is established that the Marina operates in an area open to the access and passage of citizens without special notification to the employees of the Marina, and all users of the Marina thereby accept their obligation of due diligence in relation to their own property, as well as the property of third parties.

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

The terms below mentioned in the text of the General Terms and Conditions of Business shall have the following meaning:

Vessel – any registered seagoing craft that is the subject matter of the contract on the use of a permanent or transit berth.

Owner – a person indicated as the owner of the vessel in the stipulated legal document.

User – any natural or legal person that entered into a permanent or transit berth use contract with the Marina as a party.

Proxy – a person granted powers by the owner or user of the vessel, regulated in detail based on a written power of attorney, with the Marina reserving the right to assess the validity of the power of attorney and request the owner's or user's approval.

Charter – performing the economic activity of renting vessels with a crew or on a bareboat basis.

Berth – a space in the sea or on land temporarily allocated to the user by the Marina for the purpose of accommodating the vessel.

Contract on the Use of a Permanent Berth – a contract entered into by the user with the Marina for a period of 30 or more days.

Contract on the Use of a Transit Berth – a contract entered into by the user with the Marina for a period of up to 29 days.

Article 2

Users of vessels using berths in the Marina, crews and other persons authorised to stay on board the vessels, i.e. all users of services provided by the Marina, shall comply with these General Terms and Conditions of Business and the applicable Regulations on the terms of use and the maintenance of order in the special purpose port (nautical tourism port) – YC Marina. In case of non-compliance with the aforementioned acts, the Marina may deny the provision of its services, especially the use of berths, that is, it may cancel the berth provided for use.

Article 3

Users of vessels moored in the Marina shall take due care of the vessel and its equipment and shall equip the vessel with high-quality and suitable mooring lines and fenders, for the entire time the vessel is in the Marina. Furthermore, they shall comply with all valid regulations regarding staying and sailing within the coastal sea of the Republic of Croatia. In the event that the vessel is not equipped with appropriate mooring lines, the Marina may, in exceptional cases, equip the vessel with quality lines at the expense of the user of the vessel, without prior notice.

All vessels entering the Marina must have all the necessary seaworthiness certificates and be maintained in a seaworthy condition in accordance with applicable regulations, and while navigating, they must be operated by a qualified person with a valid certificate and a sufficient number of qualified and licensed crew in accordance with regulations, otherwise the Marina shall not assume any responsibility for them, and may also refuse them access.

Article 4

Should any user of services provided by the Marina cause damage to the Marina or to other users of services provided by the Marina through any action or failure to act, they shall compensate the damage in full in accordance with the applicable regulations of the Republic of Croatia. Responsibility for material and non-material damage to the property of the Marina, property of other berth users and property of third parties, and any damage resulting from environmental pollution, caused by the crew of the vessel or any other person authorised to stay on board the vessel, or damage caused as a result of a defect of the vessel or on-board equipment, or of poor maintenance of the vessel or equipment, shall be borne by the person who, by their action or failure to act, personally or through their property, caused the damage in question.

Article 5

The Marina guarantees that it meets all the standards prescribed by the applicable regulations of the Republic of Croatia and that, with the due diligence of a good businessman and in accordance with the professional rules, it maintains the port, its entire infrastructure, buildings, plants and other port equipment in an orderly and good condition.

Article 6

All services provided by the Marina shall be charged according to the price list applicable at the time of providing the service in question to the user, and the user of the service shall be deemed to be acquainted with the applicable price list upon signing the contract or using the service in the case of transit berths. The applicable price list shall be published on the website of the Marina.

Article 7

Within the framework of its activity, especially the obligations established in these General Terms and Conditions of Business, the Marina shall be liable for damage only if the damage occurred as a result of gross negligence on the part of the Marina or its employees. The Marina shall not be responsible for damage that it could not foresee, prevent, eliminate or reduce in the regular course of its prescribed business. The user shall be solely responsible for damages that may be caused by the cable connected to the 220 V electrical installation of the Marina.

Article 7a

The Marina shall be liable for damage for which it is responsible under the law, i.e. for damages caused by its employees, and for which it would be responsible based on a court judgement. The Marina has contracted liability insurance of the owner of the nautical tourism port towards third parties. This insurance covers damages for which the nautical tourism port is responsible, to the person who concluded the contract on the use of the services provided by the nautical tourism port or to third parties. The Marina shall not be responsible for damage and other consequences arising from non-compliance with these Terms and Conditions of Business and the Regulations on the terms of use and the maintenance of order in the special purpose port (nautical tourism port)- YC Marina. The claim for possible damages must be based on the minutes of the competent official bodies so that the merits of the claim could be evaluated, and if this is not possible, the question of the merits of the claim will be left to the competent court. The Marina shall not be responsible for damage caused by repairers, subcontractors, proxies of the vessel owner or third parties, regardless of whether or not the Marina gave them the permission to provide services within the Marina.

II PERMANENT BERTH IN THE MARINA

Contract on the Use of a Permanent Berth

Article 8

The Contract on the Use of a Permanent Berth shall not be considered a contract of deposit in accordance with the Civil Obligations Act, bearing in mind that the content of the subject matter of the berth contract is not based on the subject matter of the contract of deposit and that the rights of the depositor are not comparable to the rights of use by the berth user under the berth use contract.

The primary mode of communication shall be via mail and e-mail, to the addresses provided to the Marina by the user upon concluding a Contract on the Use of a Permanent Berth. The subject matter of the Contract on the Use of a Permanent Berth is the permanent berth service in the Marina, in the sea or on land, for a period of at least 30 days.

The permanent berth service shall be deemed provided if a Contract on the use of a berth has been signed for the vessel, in writing, between the Marina and the user.

The Contract on the Use of a Permanent Berth shall be concluded in writing and become effective after being signed by both contracting parties.

The Marina shall determine a permanent berth for an individual vessel in accordance with the Regulations on the terms of use and the maintenance of order in the special purpose port (nautical tourism port) – YC Marina, as well as in accordance with its berth plan. The Marina shall have the right to, if necessary and by its own assessment, move the vessel for which a Contract on the Use of a Permanent Berth has been concluded to another berth within the area of the Marina, for which it shall not require any special permission by the permanent berth user, but shall notify the berth user of the change of berth in a timely manner. Moving the vessel to another berth within the area of the Marina during the term of the Contract shall not affect the responsibility of the Marina.

In addition to the signed Contract on the Use of a Permanent Berth, the berth user shall submit to the Marina a copy of the document proving ownership or the right to use the vessel, a copy of the passport or identity card if the berth user is a natural person or an extract from the register for a legal entity, as well as a copy of the liability insurance policy of the owner or user of the vessel for damages caused to third parties. The Marina reserves the right to request additional documents or certificates that it deems necessary or appropriate in a particular case.

Obligations of the Marina

Article 9

The Marina shall provide a berth for use to the berth user in accordance with the General Terms and Conditions of Business, the Contract on the Use of a Permanent Berth, the price list and the Regulations on the order in the YC Marina port. The Marina undertakes to provide for use to the berth user and to the persons the berth user authorises to stay on board, sanitary facilities and other infrastructure intended for users, properly maintained and with standard equipment.

Obligations of the permanent berth user

Article 10

The permanent berth user shall:

- a) pay the fee agreed for the use of a berth in the Marina in the agreed manner and at the agreed time;
- b) take due care of maintaining the vessel in good condition throughout the period during which the vessel is lying at berth in the Marina; if the Marina considers that the berth user does not take due care of the vessel, it may take measures to preserve the property at the expense of the berth user;
- c) equip the vessel with fire-fighting equipment that will work effectively on the vessel itself.
- d) put an eco-sponge or similar device in the boat's bilge to collect contaminants which may occur as a result of a technical defect or inadequate maintenance of the vessel, and may be emptied directly into the sea through the bilge drainage system;
- e) in case the user physically leaves the vessel while at berth, keep all mobile equipment of the vessel and personal belongings of the crew and passengers stored in a closed and locked area of the vessel;
- f) equip the vessel with suitable mooring lines and fenders, as well as a quality tarpaulin;
- g) for carrying out the requested works on the vessel, provide technical documentation for inspection, from which the method of solving the technical task can be accurately observed; especially when lifting the vessel, warn about the equipment on the underwater part of the vessel and provide accurate information about its position;
- h) inform the reception of the Marina about any absence of the vessel that will last longer than one day, and announce its return at least 48 hours in advance. During the reported absence of the vessel, the Marina may rent the berth to another user. The absence of the vessel from the Marina shall not reduce the amount of the berth fee from the Contract;
- i) insure the vessel and the equipment against the liability risk of the vessel user for damages caused to third parties and their property, including mandatory liability insurance of the vessel user. The insurance must remain in force for the entire duration of the Contract on the Use of a Permanent Berth;
- j) notify the Marina of any change of the address and e-mail address; messages sent by the Marina to the last known address of the berth user shall be deemed duly delivered;
- k) notify the Marina of any change of telephone numbers that may be used for contacting the berth user in case of emergency; the Marina shall not assume responsibility for damages that could have been prevented if the user had been contacted at the phone number specified in the contract.
- l) announce the vessel's arrival to the Marina by phone or via radio (channel 17);
- m) comply with these General Terms and Conditions of Business and the applicable Regulations on the terms of use and the maintenance of order in the special purpose port (nautical tourism port) – YC Marina.

A permanent berth user at the Marina shall not:

- a) rent the berth to third parties;
- b) use any part of the port, facilities, vessel or vehicle which are located within or on the Marina property for commercial purposes, unless a special contract with the Marina has been concluded for such a type of activity;
- c) perform any modifications or adjustments on the equipment and installations of the Marina;

- d) display notifications or advertisements, unless given an explicit approval by the Marina management;
- e) disturb the night peace between 09:00 p.m. and 08:00 a.m.;
- f) use the on-board toilet and empty the black water tank into the sea;
- g) anchor a vessel;
- h) catch fish and other marine organisms.

Termination of the Contract on the Use of a Permanent Berth

Article 10a

The Contract on the Use of a Permanent Berth shall generally be concluded for a minimum period of 30 days.

In the event that the berth user does not pay the fee for the berth use for one accounting period, the Contract shall be considered terminated.

The Contract may not be transferred to other persons by the berth user, nor can it apply to another vessel. If the berth user transfers or loses the right to ownership of the vessel during the term of the Contract on the Use of a Permanent Berth (e.g. due to a change of ownership, termination or conclusion of a new leasing or rental agreement, entry into the possession of the vessel by the mortgage creditor, etc.), the berth user shall, within 7 days of that change, notify the Marina in writing and provide the name and address of the new owner. In that case, the Marina may unilaterally terminate the contract and, at its own discretion, move the vessel to a dry berth or another suitable berth. The user shall be deemed duly notified of the contract termination if the Marina delivered a notice of termination of the Contract on the use of berth with a calculation of all costs incurred until then to the e-mail address provided by the berth user to the Marina.

In the 6 months following the expiration of the contract concluded with the previous berth user, the Marina shall be authorised to determine who the new user is in an objectively appropriate manner and, if it was not possible to determine who the new user is or if it has not concluded a contract with the new user or has not regulated obligations, to initiate the debt collection process towards the earlier user, exclusively for the vessel lying at the berth determined by the Marina in accordance with the previous paragraph.

The user may terminate the Contract at any time with a prior notice that must be submitted no later than 30 (thirty) days in advance. The Marina shall be deemed duly notified of the berth contract termination by the user if the notice is delivered to the Marina's e-mail address intended for communications, which shall not release the user from the obligation to cover the total costs of the Marina. The contract shall be terminated on the day the vessel is taken over by the user, provided that the user has previously paid the entire fee for the berth use. The Marina shall not refund the fee paid for the berth use in the event of termination of the contract.

When establishing the grounds for terminating the contract, the Marina shall have the autonomy to assess the validity of the grounds, in which case the Marina has the right to move the vessel to another appropriate berth.

The Marina shall acquire the retention right over the vessel and the right of lien on the vessel and equipment for all outstanding claims on the grounds of the services provided, measures taken at the cost of the permanent berth user, claims on the grounds of damage compensation, as well all other claims arising from these General Terms and Conditions of Business and the applicable Regulations on the terms of use and the maintenance of order in the special purpose port (nautical tourism port) – YC Marina. The berth user agrees that the Marina may without further questions and approval in the aforementioned cases execute its right of lien and the right of vessel retention. The Marina may, based on its personal assessment, decide to place the vessel on land in order to protect its claims. The berth user shall bear all newly incurred costs.

Liability for damage to the vessel and equipment

Article 11

The total amount of the liability of the Marina per loss event cannot exceed the value recognized by the insurance company, except in the case when the damage is caused by intent or gross negligence on the part of the Marina.

III TRANSIT BERTH

Contract on the Use of a Transit Berth

Article 12

The subject matter of the Contract on the Use of a Transit Berth is the transit berth service in the Marina. The Contract on the Use of a Transit Berth is a short-term contract concluded for a minimum period of one (1) day and a maximum period of twenty-nine (29) days. Its duration shall be determined by the number of days the vessel is actually at berth.

The transit berth service shall be provided based on an informal contract which is considered concluded at the moment the vessel arrives to the Marina and is brought to a berth in the Marina, whereby the user of the transit berth accepts these General Terms and Conditions of Business in their entirety without possibility for adjustments. The transit berth user shall be the person who is in possession of the vessel at the moment of using the transit berth.

The Marina shall determine the transit berth for each vessel in accordance with the Regulations the terms of use and the maintenance of order in the special purpose port (nautical tourism port) – YC Marina, as well as in accordance with its berth plan, and depending on the availability of transit berths at the moment of arrival of the vessel to the

Marina, whereby a crew member of the Marina shall meet the vessel on its scheduled arrival to the Marina and assign a berth.

When the vessel arrives to the Marina and is brought to a berth, the vessel user shall submit to the Marina the navigation licence for the vessel (i.e. a corresponding document which allows sailing out).

Obligations of the Marina

Article 13

The Marina shall provide the berth for use to the transit berth user in accordance with the General Terms and Conditions of Business, the contract if concluded, the price list and the Regulations on the terms of use and the maintenance of order in the special purpose port (nautical tourism port) – YC Marina.

The Marina undertakes to provide for use to the transit berth user sanitary facilities and other infrastructure intended for users, properly maintained and with standard equipment.

The Marina undertakes to keep the vessel documentation submitted by the berth user and has the right to keep it for the entire time the vessel is in the Marina and until the provided transit berth service is paid in full.

Obligations of the transit berth user

Article 14

The transit berth user shall:

- a) pay the fee for the use of a berth in the Marina according to the applicable price list as soon as the Marina issues the invoice, and in any case before leaving the Marina;
- b) take due care of the vessel and maintain it in good condition throughout the period during which the vessel is lying at berth in the Marina;
- c) equip the vessel with fire-fighting equipment that will work effectively on the vessel itself;
- d) put an eco-sponge or similar device in the boat's bilge to collect contaminants which may occur as a result of a technical defect or inadequate maintenance of the vessel, and may be emptied directly into the sea through the bilge drainage system;
- e) in case the user physically leaves the vessel while at berth, keep all mobile equipment of the vessel and personal belongings of the crew and passengers stored in a closed and locked area of the vessel;
- f) equip the vessel with suitable mooring lines and fenders, as well as a quality tarpaulin;
- g) for carrying out the requested works on the vessel, provide technical documentation for inspection, from which the method of solving the technical task can be accurately observed;
- h) insure the vessel and the equipment against the liability risk of the vessel user for damages caused to third parties and their property, including mandatory liability insurance

of the vessel user. The insurance must remain in force for the entire duration of the Contract on the Use of a Transit Berth, regardless of whether the contract was concluded in writing or not;

i) notify the Marina of any change of the e-mail address; messages sent by the Marina to the last known e-mail address of the berth user shall be deemed duly delivered;

j) notify the Marina of any change of telephone numbers that may be used for contacting the berth user in case of emergency; the Marina shall not assume responsibility for damages that could have been prevented if the user had been contacted at the phone number specified in the contract if concluded, that is, which the user provided to the Marina when registering the vessel;

k) announce the vessel's arrival to the Marina by phone or via radio (channel 17);

l) comply with these General Terms and Conditions of Business and the applicable Regulations on the order in the YC Marina port.

A berth user at the Marina shall not:

a) rent the berth to third parties;

b) use any part of the port, facilities, vessel or vehicle which are located within or on the Marina property for commercial purposes, unless a special contract with the Marina has been concluded for such a type of activity;

c) perform any modifications or adjustments on the equipment and installations of the Marina;

d) display notifications or advertisements, unless given an explicit approval by the Marina management;

e) disturb the night peace between 09:00 p.m. and 08:00 a.m.;

f) use the on-board toilet and empty the black water tank into the sea;

g) anchor a vessel;

e) catch fish and other marine organisms.

The Marina shall acquire the retention right over the vessel and the right of lien on the vessel and equipment for all outstanding claims on the grounds of the services provided, measures taken at the cost of the transit berth user, claims on the grounds of damage compensation, as well all other claims arising from these General Terms and Conditions of Business, the applicable Regulations on the terms of use and the maintenance of order in the special purpose port (nautical tourism port) – YC Marina, and the applicable regulations of the Republic of Croatia. The berth user agrees that the Marina may without further questions and approval in the aforementioned cases execute its right of lien and the right of vessel retention. The Marina may, based on its personal assessment, decide to place the vessel on land in order to protect its claims. The berth user shall bear all newly incurred costs.

IV FINAL PROVISIONS

Governing law, jurisdiction and interpretation of the General Terms and Conditions

Croatian law shall be the governing law for these General Terms and Conditions of Business and for all contracts concluded between service users and the Marina under these General Terms and Conditions.

The competent court in Mali Lošinj shall have jurisdiction in any dispute arising from contracts concluded under these General Terms and Conditions of Business.

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

The section titles and article names are used only for easier navigation and shall have no influence on the interpretation of provisions of these General Terms and Conditions of Business.

The general and final provisions of these General Terms and Conditions of Business shall apply to all users of services provided by the Marina, while the special provisions of parts II and III of these General Terms and Conditions of Business shall apply only to corresponding contractual relationships. In the event that a special provision is in conflict with the general provisions, the special provision of these General Terms and Conditions of Business shall prevail.

Amendments to the General Terms and Conditions of Business

Article 16

It shall be possible to make unilateral amendments to the General Terms and Conditions of Business, which the Marina shall publish on its official website and, at least 30 days before their entry into force, notify all vessel users via e-mail which they specified in the contract as their correspondence e-mail address.

Amendments to the General Terms and Conditions of Business shall come into force after a period of 30 days, regardless of whether the vessel users have in any way confirmed the receipt of the e-mail by responding to it. By concluding a contract or paying for a further contract period, i.e. by continuing to use the vessel accommodation service, the user is considered to have accepted the amended General Terms and Conditions of Business regardless of the above provisions.