

**MARINE KAŠTELA d.o.o.****GENERAL TERMS AND CONDITIONS of Marina Kaštela**

General terms and conditions of berth lease in Marina Kaštela (hereinafter „General terms“) shall also be applicable to the Berth Lease Agreement and shall constitute its integral part.

General terms and conditions shall apply to all Berth Users, vessel owners and their authorized representatives, i.e. persons whom the owner is responsible for, as well as all vessels located in the Marina. General terms shall apply to all users of the services of ports for nautical tourism - MARINA KAŠTELA D.O.O. (hereinafter: „The Marina“).

The Marina reserves the right to amend the General terms hereof.

The Marina performs business activities in an area open to the access and passing of citizens without any special request to the Marina employees, and all Marina users thus accept their obligation of due diligence in relation to their personal assets as well as third person assets.

General terms shall regulate mutual rights and obligations between the Marina and its users.

In the General terms and conditions the following terms shall have the following meaning:

Vessel – shall mean every object intended for navigation, the subject matter of the annual/semi-annual transient berthing agreement.

Owner – shall mean a person stated in the prescribed legal document as the vessel owner.

User – shall mean every natural or legal person, which as a contracting party has concluded the permanent or transient berth agreement with the marina or uses the berthing services and/or any other Marina services.

Authorized person – shall mean a person whom the owner or the vessel user has given authorizations in detail via a written power of attorney, bearing in mind that the Marina keeps the right to estimate the validity of the authorizations of the power of attorney and ask for the approval of the owner or the user.

Charter – shall mean the performance of commercial activity of renting s vessel with or without crew

Berth – shall mean a sea or land area temporarily assigned to the user on behalf of the Marina for berthing.

Article 1

Vessel users that are berthing in the Marina, crew and other persons who are authorized for staying aboard vessels, i.e. all users of Marina services, are obliged to comply with the General terms and valid Port Users Ordinance in the Marina. In case of non-compliance with the stated acts, the Marina may deny provision of services, i.e. berthing, i.e. may cancel the berthing agreement.

Article 2

Persons authorized pursuant to the Marina Act (vessel owner, vessel user, authorized representative of the vessel owner) that are berthing in the Marina, are obliged to protect the vessel and its equipment with due diligence and are obliged to equip the vessel with high-quality and appropriate ropes for mooring and fenders during the entire berthing period in the marina. Furthermore, they are obliged to comply with the applicable regulations related to berthing and navigation within the territorial waters of the Republic of Croatia.



In case the vessel is not equipped with corresponding mooring ropes, the Marina can in an exceptional case equip the vessel with high-quality ropes on behalf of the vessel user without prior notice.

All vessels that enter the Marina area must have all necessary certificates on navigation and must be kept in a seaworthy condition pursuant to the valid regulations, and during navigation they should be operated by a competent person with a valid certificate and a sufficient number of qualified and licensed crew members pursuant to regulations. Otherwise, the Marina shall not be held responsible for such vessels and may deny them access.

Article 3

Should any of the Marina services users cause damage to the Marina or other users, either by action or oversight, they should compensate for damages in its entirety pursuant to the positive regulations of the Republic of Croatia.

For material and non-material damage to the Marina property, the property of other berth users and the property of third persons, as well as damage due to environmental pollution, caused by the crew or other persons who were authorized to stay aboard a vessel, or damage which was caused as a consequence of certain vessel or boat equipment failure or as a consequence of bad maintenance of vessel or equipment, the person who caused the subject damage by action or omission or by its own equipment shall be held responsible.

Article 5

All other Marina services are charged pursuant to the price list valid in the period of provision of subject service to the user. At the moment of the signing of the Agreement or, in case of transient berth, the moment of use of the services, it shall be considered that the Service user is acquainted with the valid price list. The valid price list is published on the Marina web site.

The berthing service within the Marina area is considered provided if the vessel is located within the Marina premises. For all vessels which are located within the Marina premises without a valid agreement, the Marina is entitled to calculate the fee for daily berth

Article 6

The Marina within its business activity, especially liabilities ascertained within the General terms hereof shall be held responsible for the damage if the damage occurred as a consequence of gross negligence on behalf of the Marina, i.e. its employees.

The Marina shall not be held responsible for damage which the Marina in the course of its regular work flow could not anticipate, prevent, remove or diminish;

- For damage caused by third persons
- For damage that is as a consequence of force majeure

The force majeure shall imply extraordinary external circumstances which occur after the conclusion of the Agreement, and prior to the deadline for the fulfilment of certain liabilities which the Parties to the Agreement could not avoid, anticipate or remove; for example, hurricanes, extraordinary tidal waves, earthquakes, fires, epidemics and other natural disasters or catastrophes, strikes, state body measures, civil riots, wars and similar.

The Marina shall not be deemed responsible in case of natural disaster and damage which might occur on bimini, spray hood, main sail or genoa.

The berth user shall be obliged to additionally insure the stated vessel parts prior to berthing the vessel in the Marina.

- For theft of vehicle or vessel which could not be prevented.
- For vessel damage caused by malicious action or gross negligence of the owner or user, crew or other persons aboard a vessel.



- For damage to equipment or disappearance of equipment which is not stated in the inventory list or that was listed in inventory list, but was not locked in a secure area or which disappeared without breaking and entering
- For damage which occurred due to wrong or unprofessional handling by the vessel owner, crew or other persons aboard a vessel.
- For damage stemming from non-maintenance, neglect or deterioration of vessel or equipment
- For damage occurring as a consequence of hidden flaw
- For damage occurring due to loss of time, income from late use of vacations and similar
- For damage to equipment or disappearance of the equipment which was not locked in a secure area or which disappeared without signs of breaking and entering
- For damage or theft of paintings and objects made of noble metals, money, securities and similar
- For damage or theft of binoculars, cameras, radios, TVs and other technical devices aboard a vessel
- For damage and costs incurred due to the removal of a shipwreck
- For damage caused by the unprofessional execution of electrical or water installations on a vessel i.e. from connections on a dock next to the vessel
- For damage occurred due to the breaking of ropes belonging to the vessel
- For damage incurred due to non-compliance with the General terms and Port User Ordinance.
- For damage incurred due to non-compliance with customs, port and other administrative regulations
- For damage due to frost
- For disappearance of fenders, anchors, ropes, propellers and other equipment which could be reinstalled from a vessel without breaking and entering,
- For damage from rodents
- For damage on a vessel incurred as a consequence of damage by another vessel

The person that caused the damage within the Marina premises shall be obliged to compensate the damages to the Marina or the third person for the incurred damage. The Marina shall be held responsible for damage on the basis of legal liability, i.e. damage which is caused by the Marina employees, for which the Marina shall be held responsible pursuant to a court judgement.

Any of the berth users that cause damage to the Marina, or other Marina users, shall be held responsible for damage compensation in its entirety pursuant to the legal regulations of the Republic of Croatia

The vessel owner, i.e. the authorized representative, shall be deemed liable for the damage incurred on the Marina property, vessels, vehicles, trailers, equipment and other assets of third persons which are located within the Marina premises, as well as for damage caused due to injury or death of third person as well damage occurred due to environment pollution caused by the vessel crew or other persons which are authorized to use the vessel or as a consequence of certain flaw on a vessel, equipment or as a consequence of bad maintenance of the vessel or equipment.

The vessel owner and subsequently the authorized vessel user shall be liable to compensate the Marina in its entirety for all the costs, including legal costs, that the Marina might cover in relation to caused damage or if the Marina would be held responsible to pay such damages to third persons.

The user is exclusively responsible for damage that might be caused by a cable connected to the electrical installations of the Marina.

Any liability of the Marina relating to the vessel ends with the date of the expiry on the invoice as well as every possible damage, incurred upon the expiry of the calculation period shall be borne by the berth user.

**Article 6a**

The Marina shall be held responsible for damage which it is legally responsible for, i.e. damage caused by Marina employees which shall be Marina's liability based on court judgement.

The Marina shall not be held responsible for damage and other consequences incurred due to non-compliance with the General terms and Port User Ordinance in the MARINE KAŠTELA D.O.O.

A damage request must be based on minutes by the competent authorized bodies in order to assess the merit of such request and in case it is not possible the question of merit of the request shall be transferred to the competent court.

The Marina shall not be held liable for damage caused by repairmen, subcontractors, authorized persons of the vessel owner and a third person, regardless whether they were performing the services within the marina and with the approval by the Marina.

During the stay in the Marina, the user shall be obliged to solely use the services of the repair shop which is authorized by the Marina and the maintenance shall be explicitly performed in the maintenance base of the Marina.

For the need of the maintenance the user is obliged to hand in the vessel keys to the Marina upon signing the record on transfer of vessel keys.

ANNUAL/SEMI-ANNUAL BERTHING AGREEMENT**Article 7**

The annual/semi-annual berthing agreement shall not be considered an agreement on deposit pursuant to the Civil Obligations Act bearing in mind that the subject of the berthing agreement in its content is not based on the subject of the agreement on deposit and that the rights of the depositor are not comparable to the User's right of use based on the berthing agreement.

The primary communication method is via the e-mail address which the user upon conclusion of the permanent berthing agreement delivered to the Marina as their e-mail address.

The subject of the Annual/semi-annual berthing agreement is the provision of land or sea berthing services in the marina for the minimum period of 6 months.

The service of the use of annual/semi-annual berth is deemed provided if the Berthing Agreement in writing is concluded between the Marina and User, if the vessel is located in the Marina premises or if the keys as well as other necessary documentation for departure are handed to the reception of the Marina.

The Marina shall determine the permanent berth for each vessel pursuant to the Port User Ordinance of the Marina and its berth layout. The Marina is authorized, if necessary, based on its independent judgement, move the vessel for which the Annual/semi-annual berthing agreement is concluded to a different berth within the Marina without the approval of the vessel owner, but it shall timely inform the User of the stated change. The berth change within the Marina during the Agreement validity shall not influence the liability of the Marina.

Along with the signed Annual/semi-annual berthing agreement, the Berth User is obliged to hand in to the Marina the copy of documents which prove their ownership and/or right of vessel use, copy of a passport or identity card of the physical person of the berth user i.e. excerpt from the register for legal person no older than 6 months.



Marina liabilities

Article 8

The Marina obliges to assign a berth to the Berth User pursuant to the General terms, annual/semi-annual berthing agreement, price list and Port User Ordinance of the Marina.

The Marina obliges to give to the Berth User and persons which are authorized to stay aboard properly maintained and regularly equipped toilet facilities and other infrastructure intended for users.

The Marina issues, if it is agreed, to the Berth User, a code card for 24-hour access for motor vehicles within the Marina premises, which does not exclude the right of access for motor vehicles within the Marina premises to third persons based on decision by the Marina.

During the absence of vessel, the marina can sublet the berth to another user. The User is obliged to report an absence longer than 7 days and at least 1 day prior to return they should inform the duty service in the marina by phone or radio station (channel 17) of their return. The absence of vessel from the Marina does not decrease the price of berthing.

Berth User liabilities

Article 9

The Berth User is obliged to:

- a) pay the agreed fee for berthing in the Marina in a manner and at the time as agreed; during the conclusion of Berthing Agreement, to hand in the copy of the vessel certificate as well as the copy of the all-risk insurance policy and voluntary third-person liability insurance policy in the minimum amount ofand customs or port authority vessel registration (entry/exit),
- b) With due diligence take care of vessel maintenance during the entire berthing period in the Marina: if the Marina believes that the User does not treat the vessel with due diligence, the Marina can take measures which shall preserve the assets on behalf of the berth user;
- c) Equip the vessel with fire protection devices that shall have an efficient effect on the vessel itself;
- d) Put an eco-sponge or a similar device in the bilge for collection of pollution that might occur as a consequence of technical flaw or non-maintenance of a vessel, which by bilge-pumping system might directly flow into the sea;
- e) Equip the vessel with appropriate ropes for mooring and fenders as well as high-quality canvas;
- f) For the performance of subject works on a vessel, submit technical documentation for inspection which clearly states the manner of handling of technical assignment; especially during lifting of vessels, inform of the equipment on the underwater vessel part and give correct data on its location;
- g) Inform the reception of the Marina of every absence of the vessel longer than 7 days; during the absent time, the marina may rent the berth to another user;
- h) Insure the vessel and equipment against user liability risk for damage towards third persons and their property including legally binding compulsory liability insurance. The insurance must remain in force during the entire period of the Permanent Berth Agreement.
- i) Report to the Marina every e-mail address change; the messages that the Marina sent to the last known e-mail address of the User are deemed actually delivered;
- j) Report to the Marina every change of emergency telephone numbers: the Marina shall not be held responsible for damage that might have been prevented if the telephone call to the User was successful.



- k) Prior to disembarking the vessel disconnect all electric cables and water connections;
- l) For vessels which are in the procedure of customs warehousing i.e. temporary import, the user shall deliver documents from which it is visible when the vessel entered the Republic of Croatia (by sea or land), not older than 18 months, i.e. inform the Marina on the intention of leaving Republic of Croatia and timely fulfil all obligations pursuant to the customs regulations of the Republic of Croatia;
- m) EU residents should always keep aboard a vessel evidence that the customs and/or the VAT has been paid for the stated vessel in any of the EU member states, i.e. the vessel has the status of commodity in the Union.
- n) Fill out and submit „Inventory list“ of items and equipment of the vessel, certified by an authorized person of the Marina
- o) All movables stated in the Inventory list shall be kept in a secure vessel area whereas each change in the Inventory list shall be reported;

The permanent Berth User in the Marina shall not:

- a) Rent the berth to third persons;
- b) Use any part of the port, object, vessel or vehicle which are located within or on the Marina property for commercial purposes, unless a special agreement 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 they are given an explicit approval by the Marina

Termination of the Annual/semi-annual berth Agreement

Article 9a

The Annual/semi-annual berthing agreement is regularly concluded for the minimum period of 6 months.

The User cannot transfer the Annual/semi-annual berthing agreement to other persons and the Agreement is not valid for other vessels. In case the Berth User transfers or loses the right on vessel ownership (due to change of ownership, termination or conclusion of a new leasing or rent agreement, entry into ownership by a mortgagee etc), the User is obliged to, within 7 days from the change, inform the Marina in writing on the aforementioned change and deliver the name and address of the new owner. In that case the Marina can unilaterally terminate the agreement and at its discretion move the vessel to dry berth or another appropriate berth.

In the following 6 months from the agreement termination with an earlier berth user, the Marina is authorized to, in a properly objective manner, determine who the new user shall be and, in case it is not possible to determine the new user or if the Marina did not conclude an agreement with the new user or did not regulate its obligations, to start the procedure of debt payment towards the previous user solely for the vessel which is located on a berth that the Marina has determined pursuant to the previous paragraph.

The User shall be considered properly informed of the agreement termination if the Marina has delivered a statement of the agreement termination with the calculation of all stated costs to the e-mail address the User had delivered to the Marina.

The Marina shall be considered properly informed of the agreement termination by the User in case a notice has been delivered to the e-mail address of the Marina stated as the communication address which does not exempt the User from the obligation of payment of total costs to the Marina.

When determining reasons for agreement termination the Marina has an autonomous right to evaluate the ground of those reasons, in which case the Marina has the right to transfer the vessel to another berth at its own discretion.



The Marina acquires the retention right over vessel and equipment for all unpaid claims on the ground of provided services, measures taken at the cost of the permanent berth user; claim on the grounds of damage compensation as well all other claims on the basis of General Terms and User Port Ordinance in the port of Marina Kaštela.

The Berth User agrees that the Marina can without further questions and approval in the stated cases execute its right of lien and the right of vessel retention. The Marina can, based on its personal assessment, reach a decision on the vessel transfer to a land berth for the protection of its claim. The Berth User shall bear all new costs.

In case the Berth User concludes with the Marina a Commercial Area Lease Agreement or any other Agreement, by termination of the Berthing Agreement all other agreements are also terminated. The Marina is not obliged to refund the paid assets in case of agreement termination, regardless who terminated the Agreement. This provision relates to all types of agreements with the Marina.

Liability for equipment and vessel damage

Article 10

By receiving vessel documentation which allows the departure on behalf of the Berth User, vessel owner or their representatives the vessel is deemed to be taken over. The Marina is exempt of every liability regardless whether the vessel is docked in the port or in navigation.

In each case the liability of the Marina is calculated per one damage event and the total amount cannot exceed the amount in the countervalue of EUR 1000.00 unless the damage was caused by intentional or gross negligence of the Marina.

TRANSIENT BERTHING AGREEMENT

Article 11

The subject of the Transient Berthing Agreement is the provision of service of transient berthing in the Marina. The Transient Berthing Agreement is a short-term agreement in the minimum duration of 1 (one) day and the maximum duration of 6 (six) months. The duration is defined in the number of days the vessel is actually berthed.

The provision of services of Transient Berthing Agreement is based on informal agreement which is considered concluded in the moment the vessel sails into the Marina and is berthed in the Marina, thus the user of the transient berth accepts these General Terms in their entirety without possibility for adjustments. The Transient Berthing User is the person who at the moment of the transient berthing is in the possession of vessel.

The Marina determines a transient berth for every vessel pursuant to the Port User Ordinance in the Marina and its berthing layout, depending on the availability of transient berths at the moment of arrival of the vessel to the Marina in a manner that during the scheduled arrival in the Marina the sailor shall welcome the vessel and assign berth.

When the vessel docks in the Marina and is tied to a berth, the vessel user is obliged to submit to the Marina navigation certificate for the vessel (i.e. corresponding document which allows sailing out).

Liabilities of the Marina

Article 12

The Marina assigns to a transient berthing user a berth pursuant to the General Terms and agreement, if concluded, price list and Port User Ordinance.



The Marina obliges to give to the transient berthing user the right of use of maintained and standard equipped sanitary facilities and other infrastructure intended for users.

The Marina obliges to keep the Berth User's vessel documents and has the right to keep them during the entire time the vessel stays in the Marina and until the invoice for the provided transient berthing service has been paid in its entirety.

During the absence of the vessel, the marina may lease the berth to another user. The Contracting party is obliged to report any absence longer than 7 days and to inform the customer service in the Marina by phone or radio station (Channel 17) at least 1 day prior to the return of the vessel.

The absence of the vessel from the Marina does not decrease the berthing price.

Transient berthing user liabilities

Article 13

The Berthing user is obliged to:

- a) Pay the fee for berthing in the Marina pursuant to the valid price list immediately after the Marina issues an invoice and prior to departure from the Marina;
- b) With due diligence protect the vessel and take care of the proper maintenance of the vessel during the entire time the vessel is in the Marina;
- c) Equip the vessel with fire safety devices which shall efficiently act on the vessel itself;
- d) Put eco-sponge or a similar device in the bilge for collection of pollution that might occur as a consequence of technical flaw or non-maintenance of a vessel, which by bilge-pumping system might directly flow into the sea;;
- e) Put all movable equipment and personal items of the crew and passengers in a secure area of the vessel should the user leave the vessel;
- f) Equip the vessel with appropriate ropes for mooring and fenders as well as high-quality canvas;
- g) Insure the vessel and equipment against user liability risk for damage caused to third persons and their property including legally prescribed compulsory liability insurance. The insurance shall be valid during the entire Transient Berthing Agreement, regardless whether the Agreement is concluded in writing or not;
- h) Report to the Marina every e-mail address change; the messages that Marina sent to the last known e-mail address of the User are deemed actually delivered;
- i) Report to the Marina every change of emergency telephone numbers: the Marina shall not be held responsible for damage that might have been prevented if the telephone call to the User had been successful
- j) announce their arrival to the Marina by telephone or radio channel (channel 17)
- k) comply with these General Terms and valid Port User Ordinance in the Marina
- l) Prior to disembarking the vessel disconnect all electric cables and water connections;
- m) For vessels which are in the procedure of customs warehousing i.e. temporary import, the user shall deliver documents from which it is visible when the vessel entered the Republic of Croatia (by sea or land), not older than 18 months, i.e. inform the Marina on the intention of leaving Republic of Croatia and timely fulfil all obligations pursuant to the customs regulations of the Republic of Croatia;
- n) EU residents should always keep aboard a vessel evidence that the customs and/or the VAT has been paid for the stated vessel in any of the EU member states, i.e. the vessel has the status of commodity in the Union.
- o) Fill out and submit „Inventory list“ of items and equipment of the vessel, certified by an authorized person of the Marina
- p) All movables stated in the Inventory list shall be kept in a secure vessel area whereas each change in the Inventory list shall be reported;



The Berth User in the Marina shall not:

- e) Rent the berth to third persons;
- f) Use any part of the port, object, vessel or vehicle which are located within or on the Marina property for commercial purposes, unless a special agreement with the Marina has been concluded for such type of activity;
- g) Perform any modifications or adjustments on the equipment and installations of the Marina;
- h) Display notifications or advertisements unless they are given an explicit approval by the Marina

The Marina acquires the retention right and the right of lien over the vessel and equipment for all unpaid provided services, measures taken at the cost of transient berthing user, claim on the ground of damage compensation as well as other claims on the ground of General Terms, valid Port User Ordinance and positive regulations of the Republic of Croatia. The Berthing User agrees that the Marina can without any further questions or approvals in the stated cases execute its right of lien and retention right. The Marina can reach a decision on the location of a vessel on land for the protection of its claims. The Berthing User shall bear the costs of all newly-incurred expenses.

PERFORMANCE OF WORKS IN THE MARINA

Article 14

Other foreign companies or persons that did not conclude a valid agreement with the Marina Kaštela are not permitted to perform any works on the marina premises without paying an appropriate fee (daily fee and/or conditions pursuant to the Business and Technical Cooperation Agreement). Everyone who stays in the marina premises is obliged to comply with the „Port User Ordinance“.

The performance of activities in the Marina and in the maintenance area of the Marina is allowed to vessel owners and/or registered crew and contractual subcontractors. A contractual subcontractor shall imply only persons or companies with a work permit and valid Business and Technical Cooperation Agreement concluded with the Marina.

Marina Kaštela offers Boat care services which are presented to the Berthing User upon arrival to the Marina and signing of the General Terms hereof.

The Berthing User obliges to submit the order for Boat care services (request for works and vessel maintenance) to the reception of the Marina Kaštela prior to leaving of vessel for winter.

The performance of works in the maintenance part of the Marina on behalf of the service user or contractual subcontractor is possible by following these conditions:

The vessel use is allowed only by the vessel owner or their representatives.

The users of the service, area and equipment of the Marina are obliged to comply with the following:

- To comply with the General Terms, Port User Ordinance and Business and Technical cooperation Agreement concluded with the Marina
- To equip the vessel with fire safety devices that shall be efficiently used on the vessel. The Marina can ask for additional fire safety devices in case it believes this is necessary.
- To protect the Marina equipment with due diligence. Otherwise the Marina can take measures that protect the property on behalf of the contractual party. Modifications are prohibited.
- It is permitted to connect to an electricity box with proper cable and safety switch of the maximum power of the outlet.
- Connection to a water installation can be performed only with a proper hose with a closing vent.



- Every time the vessel is left, one should previously plug out all electric cables and water connections. If this is not done, the Marina personally has the right to plug off the connections without prior notification.
- To comply with all valid regulations in relation to berthing and navigation within the waters of the Republic of Croatia.
- To equip the vessel with high-quality and corresponding ropes and canvas. The Marina is entitled to remove the visible faults of the stated vessel equipment at the cost of the contractual party without prior notification.
- To compensate for damage on vessels, cars and third person equipment caused by the crew or incurred as a consequence of bad maintenance of equipment or the vessel
- The mooring should be done properly, i.e. pursuant to the Marina personnel's request. If the vessel is not moored, the Marina shall moor it at the cost of the contractual party.
- If the contractual party disregards or does not take care of the vessel, the Marina has the right to, at the cost of the contractual party, take measures necessary for the preservation of property.
- Your vessel, dinghy, trailer or car should be marked in a visible spot with the name of the vessel or berth number
- The vessel should have a visible name or registration designation. If this is not so, the Marina has the right to place appropriate designation at the cost of the contractual party
- The Marina assigns berthing and can transfer the vessel if necessary.
- For the performance of requested works, technical documentation which clearly states the manner of solving the technical assignment should be submitted for inspection
- To, especially during vessel lifting, warn about the equipment at the underwater part of the vessel and to provide accurate details of the position of the same. Otherwise we are not liable for damage to the equipment.

Dangers in the maintenance area of the Marina can be the following:

- Danger from vehicles of internal traffic
- Danger from falling
- Danger from overhanging cargo
- Danger from an object falling from height
- Danger from overhanging cargo
- Danger from an object falling from height

Movement in the maintenance area of the Marina is at your own responsibility. The maintenance part of the Marina is not a pedestrian zone. For passing use the marked area. Parents are responsible for their children

In the maintenance part of the Marina parking is prohibited. We are not responsible for any possible damages to vehicles. The maximum permitted parking period is 30 min. The maximum car speed is 20 km/h.

The maintenance area of the Marina is under 24/7 video surveillance.

Spray painting works are prohibited in the outer part of the maintenance area of the Marina. The use of open flame is prohibited in open and closed Marina area.

Works that might cause damage to neighbouring vessels such as VT pump, coating by compressor, grinding, welding and similar works are strictly forbidden without the previous approval of the Marina Board and protection measures

Performance of works on fuel or gas systems or their parts (equipment) and manipulation (fuelling, pumping and similar) with fuel and gas is STRICTLY FORBIDDEN FOR EVERYONE except companies which are registered for work/ maintenance of the stated system and which have concluded with the Marina a subcontracting agreement or perform works at the request of the Marina.



Skimming, bathing, surfing or fishing is not permitted within 200 m from the Marina.

The use of equipment and property of the Marina is at your own responsibility. It is forbidden to lease the equipment of the Marina.

The service user is obliged to use attested and functional personal devices, tools and equipment in the Marina area.

The use of own scaffold is not allowed!

For the protection of the environment you are obliged to comply with the following;

- **Use only biodegradable detergents**
- **Place oil and grease absorbent in the bilge**
- **If you do not have a black tank, the use of the ship's toilet is strictly forbidden**
- **You should dispose of waste oil, fuel, grease, detergents, batteries and other hazardous waste in appropriate tanks. Every spill into the sea is strictly forbidden and should be reported to the Harbour Master.**
- **The clients are kindly asked to clean the work area which should be completely clean upon the conclusion of works. Otherwise we shall charge cleaning costs.**

Offers, orders i.e. Agreements shall be made in writing. The Contactor must be authorized to order works, and the Marina has the right to ask for the certificate of such authorization, i.e. the proof of ownership or power of attorney.

By signing the offer, order or agreement, the buyer accepts their terms. In case of no agreement, accepted offer or order in writing shall be considered as an agreement.

The payment is performed pursuant to the valid price list, order or written offer, upon the completed works, and receipt of invoice, prior to returning the vessel to the sea (in case the vessel is on land).

Payment can be agreed differently in exceptional case via an agreement or offer.

Payment of services is performed on the Marina reception or into the giro account of Marina Kaštela d.o.o. The contractor shall accept the payment obligation. Only the Marina director has the right to grant any discounts.

We kindly ask all our clients to respect the payment deadlines. Otherwise we shall calculate legal interest rate.

Complaints on performed services must be submitted in writing no later than 7 days from the completion of works. In case of complaints, the Marina is not obliged to compensate to the contractor the lost profit, time or to ensure a replacement vessel. The handling of complaints is possible only in the Marina. In case of complaints at a different location, the contractor shall bear all the costs of the arrival of repairmen to the place of repair.

Unless otherwise agreed, the warranty for the performed works is valid for 6 months. The Marina cannot guarantee for works that it did not contract. The marina shall not issue any warranty for works performed with the contractor's materials.

Diving and other underwater activities are not permitted in the Marina for persons who are not official divers of Marina Kaštela.

Travel lift pass service by the Marina Kaštela is exclusively valid for charter vessels. The price of Travel lift pass service includes: 4 travel lift operations and 2 bottom cleaning as agreed. The Travel lift pass agreement is not applicable to catamarans and trimarans.



Article 15

The charter companies that have concluded an agreement with Marina Kaštela are obliged to arrange the protection of vessel as well as an intervention in case of emergency, natural disasters and similar. Marina Kaštela shall not be held responsible in case of disappearance of pertaining vessel equipment in or aboard a vessel, damage or entry of an unauthorized person aboard a vessel.

The charter companies that concluded an agreement with Marina Kaštela are obliged to take all actions necessary for the protection of environment and comply with the „Ordinance on internal order in the port of nautical tourism“. The Marina has inextricable right to terminate the Berthing Agreement upon insight into the determined evidence on pollution and breach of valid ecological norms and standards relating to environment protection.

Charter companies that have concluded contracts with Marina Kaštela pay a berthing price increased by 20 % for their vessels.

INSURANCE AND FEES COLLECTION

Article 16

Due to insurance and collection of outstanding, but unpaid fees, the Marina has the following rights:

the right to retain the vessel and/or the right of mortgage registration on the vessel in appropriate register, on all of its equipment and pertaining items (either on a vessel or in corresponding warehouse) and/or the right to obtain from the competent court (pursuant to the vessel location) a temporary measure of ban on sailing out and /or temporary measure of ban on use and vessel alienation;

- to launch appropriate proceedings for fee collection, including:
 - vessel sale by court;
 - Out-of-court vessel sale or taking possession of the vessel and its use, pursuant to the provisions of the Maritime Code. In this respect, the excerpt from business books of the Marina represents valid proof on the amount and claim due date which the Marina has the right towards the Berth user on any grounds;
 - any judicial or other proceeding that it deems appropriate or necessary for the fulfilment of the above mentioned purpose;
 - transfer of vessel to dry berth at the cost of the Berth user without their approval;

The Marina is not obliged to provide services of vessel launching into the sea or any other services until the Berth user has paid the entire outstanding amount to the Marina which shall from that day calculate the daily berthing price as well as other costs pursuant to the valid Marina price list.

GOVERNING LAW, COURT JURISDICTION AND INTERPRETATION OF GENERAL TERMS

Article 17

The governing law for these General Terms and all agreements that the users conclude with the Marina pursuant to these terms is the law of the Republic of Croatia.

The competent court for all disputes arising from the agreements concluded pursuant to these General terms is the Commercial Court in Split.

The Agreement and General Terms are concluded in the Croatian language. In case of any disputes or deviation between the text of the General Terms and Conditions in Croatian language and any other translations the text of the General Terms and Conditions in Croatian shall be considered valid. The Marina shall not be held responsible for possible deviation in the various translations and possible printing mistakes. In case of dispute, the competent text is the Croatian text of these General Terms and Conditions.



The paragraph and article titles are used only for easier navigation and have no influence on the understanding of provisions of the General Terms and Conditions hereof.

The General and final provisions of the General Terms and Conditions are applied to all Marina service users, and special provisions of the part referring to the conclusion of agreement on berthing of these General Terms and Conditions are applied only to corresponding contractual relations. In case a special provision is contrary to the general provisions, the special provision shall have advantage of application.

Amendment of General Terms and Conditions

Article 18

Unilateral changes of General Terms and Conditions are possible and the Marina is obliged to publish them in its official gazette or on the official web site. Also, the Marina has to inform via e-mail all vessel users of such change at least 30 days in advance prior to their entering into force. Amended general terms and conditions enter into force after 30 days from the change regardless whether the vessel users confirmed the receipt of the e-mail or not.

By conclusion of agreement or payment of following contractual period i.e. continuance of the vessel berthing service the User shall be considered to have accepted the amended General Terms and Conditions regardless of the above mentioned provisions.

The General Terms and Conditions as of January 2014 cease to be valid when the amended General Terms and Conditions enter into force.

Kaštel Gomilica, 24.02. 2016

Berth user: _____