

I. INTRODUCTORY REGULATION

Article 1.

The provisions of these General Terms and Conditions apply to all users of Marina Medulin services (hereinafter referred to as Marina), shipowners, persons authorized by the owner to use the vessel, crew and other persons authorized by the owner to reside on board, users of transit berths for vessels.

Article 2

Owners of vessels moored in the Marina, crews and other persons authorized to reside on the vessels, that is, all users of the services of the Marina are obliged to comply by these General Terms and Conditions and the applicable Rules of Procedure at the port of Marina Medulin. Due to non-compliance with the mentioned acts, the Marina may deny the provision of services, especially the use of berths, that is, may cancel the berth that has been given for use, and is authorized to impose the sanctions provided for by the said acts.

Article 3

It is not permitted, without the approval of Adriatic yacht charter d.o.o, to perform works on the premises of the Marina by other companies or persons who do not have a valid contract. All requests and inquiries for service work are submitted and realized exclusively through the Marina reception.

Article 4

The owners or the authorized users of the vessel at the berth in the Marina are obliged to keep the vessel and its equipment with the attention of a good host and are obliged to equip the vessel with quality and appropriate mooring ropes and fenders, during the stay of the vessel in the Marina. Furthermore, they are obliged to comply by all applicable regulations regarding residence and navigation within the coast of the Republic of Croatia.

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

All vessels entering the Marina area must have all the required certificates of airworthiness and be maintained in a navigable state in accordance with the applicable regulations, and while in navigation, they must be operated by a qualified person with a valid certificate, and a sufficient number of qualified and licensed crews in accordance with the regulations in otherwise, Marina assumes no responsibility for them and may refuse them access.

Article 5

Should any of the users of the Marina Services cause damage to the Marina or other users of the Marina Services, it shall compensate for the damage in full in accordance with the positive regulations of the Republic of Croatia.

The owner of the vessel, or the owner, the authorized user of the vessel, is responsible for damage to the property of Marina, vessels, vehicles, trailers, equipment and other property of third parties within the Marina, for damage due to injury or death of a third person, and for damage due to pollution environment caused by the crew of the vessel or other persons authorized to reside on the vessel, or resulting from a defect in the vessel or ship's equipment or as a result of poor maintenance of the vessel or equipment. If the Marina bears any costs, including legal costs, in connection with the damage thus caused, or if it would be obliged to pay any amount of compensation to third parties, the responsible owner of the vessel and, in the alternative, the authorized user of the vessel, shall be obliged to Marina fully compensate.

The owner of the vessel shall compensate the Marina for any damage that he or his vehicles or vessels, crew, proxies, visitors and guests inflict on any property or equipment owned by the Marina or a third party, which is within the area under the jurisdiction of the Marina.

Article 6

The Marina guarantees that it meets all the standards prescribed by the applicable regulations of the Republic of Croatia, and that it maintains, with good care and in accordance with the rules of the profession, the port, all its infrastructure, construction facilities, facilities and other port equipment in good order.

Article 7

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

Article 8

The Marina, within its activity, in particular the obligations laid down in these General Terms and Conditions, shall be liable for damage only if the damage was caused by a failure of due diligence on the part of the Marina or its employees.

In no case is the Marina liable for damages:

- on the basis of loss of earnings, time delay for the use of holidays, etc .;
- on the equipment or the disappearance of the equipment of the vessel, if it has not been locked indoors or has disappeared without tampering;
- on the equipment of the vessel on a permanent berth not entered in the inventory list;
- the loss or damage to the personal effects of mooring users, crew or other persons authorized to reside on vessels in the marina;
- the loss or damage of precious metal paintings and objects, money, securities, etc .;
- disappearance of binoculars, cameras, radios, TVs and other technical apparatus on board;
- costs incurred in removing the wreckage;
- costs arising from non-compliance with customs, port and other administrative regulations;

- loss of fenders, anchors, ropes, z-drives, propellers and other equipment that can be dismantled from the vessel without breaking;
- damages that can be reduced to normal wear and tear;
- damage to parked cars, engines or other road vehicles;
- damage while the vessel was under the control of the berth user or other person authorized by him;
- damage caused by force majeure (due to war, war-like events, strikes, civil unrest, political risks, terrorism and similar events);
- damages resulting from malicious action or negligence by berth users, crew or other persons authorized to board vessels at the Marina;
- damages due to wrongful or unprofessional actions by the shipowner, crew or other persons on board, due to the lack of maintenance, neglect or deterioration of the vessel or equipment;
- damage as a result of a hidden defect or technical malfunction of the vessel or equipment;
- damage due to faulty electrical or plumbing on board or between the vessel and the dock;
- damages resulting from the breaking of the mooring line belonging to the vessel;
- rodent damage;
- damage caused by collision with another vessel;
- damage due to non-compliance, by the users of the berths, that is, crews or persons authorized to use the vessel of the Rules of Procedure in the port of Marina;
- damage due to personal injury or death of berth users, crew or persons authorized to reside on vessels

The Marina shall not be liable for intentional adverse actions by third parties, including theft of vessels or equipment or other property located within the marina, unless proven that such damage was caused by a lack of due diligence on the part of the Marina or its personnel.

Article 9

The marina is liable for damages for which it is liable on the basis of legal liability, that is, for damages caused by the employees of the Marina, and for which, according to the court judgment, the marina would be responsible. The marina has contracted liability insurance for the owners of the nautical tourism port towards third parties. This insurance covers damages for which the person who has concluded the contract on the use of nautical tourism port services or third parties is responsible for the nautical tourism port.

The Marina is not responsible for damages and other consequences arising from non-compliance with these Terms of Business and the Rules of Procedure at the Port of Marina.

II. PERMANENT BERTH IN THE MARINA

Permanent Berth Agreement

Article 10

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

A permanent berth service is deemed to have been provided if a written contract for the use of a permanent berth has been signed for the vessel between the Marina and the owner of the vessel, or another person enjoying the right to own the vessel (hereinafter referred to as the berth user).

The Marina determines the permanent berth for each vessel in accordance with the Rules of Procedure at the Marina Port and its berth plan. The Marina is authorized, if necessary, to move the vessel for which it has concluded the Contract for the use of a permanent berth to another berth within the Marina. Changing the berth within the Marina during the Contract does not affect the liability of the Marina.

In addition to the signed Contract on the use of permanent berth, the berth beneficiary is obliged to submit to the Marina a copy of the document proving the ownership or other title authorizing him to own the vessel, the vessel's license for the vessel (that is, the corresponding document permitting departure in accordance with the regulations of the Republic of Croatia), a copy of the insurance policy for a vessel, a copy of the passport or identity card of the natural person of the berth or of the natural person representing the user, the keys of the vessel and a duly completed inventory list and a request to place the vessel under customs control (applies to vessels outside the EU).

A vessel shall be considered to be under the control of the Marina when the vessel is moored and when the berth beneficiary has submitted to her the documentation referred to in the previous paragraph of this Article and the keys of the vessel. When the berth user or an authorized person takes over the documents which enable the sailing or the key of the vessel, that person is considered to have taken full control of the vessel, and from that moment the Marina shall be relieved of all responsibility, whether the vessel is in port or in navigation.

If the berth User or any other person who has the consent of the User to take the vessel at the Marina without picking up the documentation and key and without first notifying the Marina, it does so at its own risk, and the Marina discharges all liability, whether the vessel is in port or is in navigation. In the case described above, it is considered that the berth User or a person having the consent of the User has taken over the vessel in the Marina from the moment when that person entered the premises of the Marina. For the purposes of this provision, the consent of the berth user shall be deemed to be held by each person entering the Marina space with a coded berth card, as well as any person holding the keys of the vessel. Furthermore, a vessel shall also be deemed to have been taken over if, during the day-to-day monitoring by a Marine employee or otherwise, it is established that the berth User or any other person having the consent of the Beneficiary was aboard the vessel at the time the adverse event occurred.

The Marina shall be exempt from any liability if the economic activity of the vessel in question, in particular the charter activity, is carried out by the vessel in question.

Marina commitments

Article 11

By the Contract on the use of a permanent berth, the Marina agrees to give to the berth User the berth which is determined in accordance with Article 11 of these General Terms for a specific vessel for the Contract, for the entire duration of the Contract.

The Marina undertakes to ensure, with the care of a good businessman, in accordance with the rules of the profession, that the berth to be used is correct and safe in technical and nautical terms and is appropriate for a particular vessel, and as such maintained for the entire duration of the Contract. In particular, this includes the obligation of the Marina to take care of the safety of the mooring equipment in accordance with the rules of the profession and the care of a good businessman, and to have a sufficient number of qualified personnel trained in the tasks of maintenance, supervision and care of the technical and nautical safety and security of moorings.

The Marina is obliged to give to the berth User and persons authorized by him to stay on board the use of properly maintained and usually equipped sanitary facilities and other infrastructure intended for the users.

Marina issues a coded card to the berth User for 24-hour access to the Marina space.

The Marina is obliged to keep the documentation and the keys of the vessel from the berth. Use of the vessel by a person other than the Owner is permitted only with the written permission of the Owner. The Marina will only hand over the vessel key and the documents allowing the departure to the berth or to the person who has the written permission of the berth User to use the vessel.

From the moment when the Marina assumes control of the vessel in accordance with Article 11, paragraph 5 of these General Terms and Conditions, the Marina undertakes to regularly check and maintain the technical and nautical safety of the berths and, as usual, to check the condition of the vessel and mooring ropes by external inspection. If such a check reveals any changes to the vessel, equipment or mooring ropes, or that they are in poor condition, the Marina shall immediately inform and notify the berth User. If the berth User does not take the necessary measures to preserve the vessel and its equipment from deterioration or damage, or to eliminate the danger posed by the vessel or equipment to other vessels and property within the Marina, the Marina may take reasonable measures necessary for the preservation of the vessel and equipment, that is to eliminate the cost hazard of the responsible berth User. The Marina may also commit to additional services and works, if the parties explicitly agree to do so.

The Marina undertakes, under the care of a good businessman, while the vessel is permanently under the control of the Marina to take reasonable and customary measures in the course of its activity to protect the vessel from external damage hazards, that is hazards that do not result from a defect on the vessel itself or its equipment.

The Marina undertakes that during the stay of the vessel under the supervision of the Marina, the Marina service will duly perform its duty of safety supervision of the vessel and take the usual due diligence to deny unauthorized persons access to the vessel, or to take any harmful actions on the vessel and equipment. The Contracting Parties agree that the records of the Marina's surveillance are stored electronically and that the berth user can be provided at any time upon request.

The Marina is obliged to inform the berth user as soon as possible about the absence of the vessel from the Marina, which has not been duly informed or if other provisions regarding the takeover of the vessel in accordance with these General Terms and Conditions have not been complied with. If it determines that the departure of the vessel was not done in agreement with the berth User, the Marina shall immediately report the disappearance of the vessel to the competent state bodies and cooperate in their further actions.

Obligations of the berth User

Article 12

The berth user is obliged to:

- to pay the agreed fee for the use of the permanent berth in the Marina in the manner and at the time as agreed;
- with the care of a good host, take care of the maintenance of the vessel for the entire duration of the vessel being permanently moored in the Marina;
- if the Marina deems that the Owner does not treat the vessel as a good host, it may take measures to preserve the property at the expense of the Owner;
- equip the vessel with fire-fighting means that will effectively operate on the vessel itself, with the vessel having at least one automatic fire extinguishing system in the engine compartment. The Marina may request additional fire fighting equipment if it considers that they exist and are not sufficient;
- put an eco-sponge or similar device in the bilge of the ship, which collects contaminants that may result from a technical failure or failure to maintain the vessel, and which can reach the sea directly through the bilge emptying system;
- report to the Marina Receptionist all equipment that ships the vessel in writing in the inventory list referred to in Article 11, paragraph 4 of these General Terms and Conditions, as well as any subsequent changes to the equipment list;
- keep all movable equipment of the vessel specified in the inventory list stored in the closed and locked space of the vessel;
- equip the vessel with suitable mooring ropes and fenders and a quality tarpaulin;
- for performing the required works on the vessel, provide technical documentation that can accurately identify the manner of solving the technical task; especially when lifting a vessel, warn the equipment on the underwater part of the vessel and give accurate information on its position;
- to inform the reception of the Marina about any outage of vessels which will last more than 3 days. During the reported departure of the vessel Marina may rent a berth to another user;
- to register at the reception your arrival in Marina;

- to insure the vessel and equipment against the risk of liability of the owner or user of the vessel for damage caused to third parties and their property, including the statutory obligatory insurance of the liability of the owner or user of the vessel, which is an essential condition for the conclusion of the Contract on the use of permanent berth. Permanent berths in the marina cannot be used for vessels not covered by the insurance. The insurance must remain in force for the entire duration of the Permanent Use Contract, otherwise Marina is authorized to terminate the Contract immediately;
- report to the Marina any change of address; it is considered that the shipments of the Marina sent to the last known address of the Link User were actually duly delivered;
- report to the Marina any change in telephone numbers to which the berth User can be contacted in case of emergency; The marina does not accept responsibility for damages that could have been prevented in the event that it was possible to contact the owner on the telephone number specified in the contract.
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Bert user may not:

- leasing a berth to third parties;
- use for commercial purposes any part of the port, facilities, vessels or vehicles located within or on the property of the Marina, unless there is a special contract with the Marina for such activity;
- make any modifications and alterations to the equipment and installations of the Marina;
- highlight notices or advertisements unless expressly authorized by the Marina.

Permanent berth agreement cannot be transferred to other persons, nor can it be valid for another vessel. If, during the validity of the Permanent Berth Agreement, the berth User transfers or loses the right to own the vessel (eg due to change of ownership, termination or conclusion of a new lease or lease agreement, entry into possession of the mortgagee's vessel, etc.), he shall be obliged within 7 days after the 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.

The Marina shall acquire the right of retention of the vessel and the lien on the vessel and equipment for all outstanding claims arising from the services provided, measures taken at the expense of the berth User, claims arising from compensation for damage referred to in Article 6 of these General Terms and Conditions, and for other claims arising from the valid Rules of the Order in the Marina and positive regulations of the Republic of Croatia. The berth User agrees that the Marina may exercise its lien and the right of detention of the vessel without any further questions and approval in the above cases.

The Marina may, in its sole discretion, decide to place the vessel ashore to protect its claims. The berth user assumes all the costs incurred.

Liability for damage to the vessel and equipment

Article 13

The Marina, within its obligations set out in these General Terms and Conditions, shall be liable for damage caused to the vessel and equipment subject to the Permanent Berth Agreement, provided that the damage occurred while the Marina was in control of the vessel within the meaning of Article 11, paragraph 5 of these General Terms and Conditions, only if the damage was caused by a failure of due diligence on the part of the Marina, or its employees.

The Marina liability exclusions set out in these General Terms and Conditions apply.

III. DAILY BERTH (TRANSIT)

Daily Berth Use Agreement

Article 14

The subject of the Daily Berth Agreement is the daily berth service in the Marina at sea. A daily berth contract is a short-term contract, which may last at least one (1) day, and its duration is determined by the number of days the vessel actually resides on the berth. The daily berth service is provided on the basis of an informal contract deemed to be concluded at the moment when the vessel docks in on the berth in the Marina and thus the user of the daily berth service accepts these General Terms and Conditions in full without any possibility of modification. Daily berth user is a person who owns a vessel at the time of using the daily berth and is represented by the master of the vessel.

The Marina determines the daily berth for each vessel in accordance with the Rules of the Order at the Port of Marina and its berth plan, depending on the availability of transit berths at the time of arrival of the marina, in such a way that, upon arrival of the vessel in the Marina, the mariner receives a vessel and assigns a berth.

When the vessel is moored in the marina at the berth, the master of the vessel is obliged to submit to the Marina a sailing license for the vessel (or the corresponding document that enables sailing), the identity documents of the crew and passengers on the vessel and the so-called crew list (that is, a certified crew list or a list of persons on board).

The vessel shall be under the control of the user of the daily berth service for the entire time of using the daily berth service and shall not under any circumstances, sense or part come under the control of the Marina.

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

Marina commitments

Article 15

The Marina shall provide to the user of the daily berth service, the berth determined in accordance with Article 15, paragraph 3 of these General Conditions for the vessel, which is correct and safe in technical and nautical terms and is responsible for the vessel in question, and as such maintained for all the time of using the berth.

In particular, this includes the obligation of the Marina to ensure, in accordance with the rules of the profession and the care of a good businessman, that the equipment of the berths (water and electricity connection, mooring for the berth) is properly maintained and that a sufficient number of qualified personnel are trained in the maintenance, monitoring and taking care of the technical and nautical safety and safety of berths.

The Marina is obliged to give to the user of the daily berth and the persons authorized by him to stay on board the use of properly maintained and usually equipped sanitary facilities and other infrastructure intended for the users.

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

Daily Connection User Obligations

Article 16

The daily link user is obliged to:

- to pay the fee for using the daily berth in the Marina according to the valid price list, as soon as Marina issues an invoice to him, and in any case before leaving the Marina;
- with the care of a good host, guard the vessel and take care of the maintenance of the vessel at all times while the vessel is at berth in the Marina;
- put an eco-sponge or similar device in the bilge of the ship, which collects contaminants which may result from a technical failure or failure to maintain the vessel, and which can be reached directly into the sea by the bilge emptying system;
- in case he physically leaves the vessel while on berth, keep all movable equipment of the vessel and personal belongings of the crew and passengers stored in the closed and locked space of the vessel;
- announce your arrival by boat by telephone or radio (Channel 17);
- to report without delay the arrival to the Marina reception with the presentation of the identity documents of the crew and other persons on board, sailing licenses and crew lists; insurance policies;

- mooring the vessel in a safe manner, according to the instructions of the Marina staff (captains and sailors), correct ropes of appropriate dimensions and equip the vessel with a sufficient number of fenders;
- abide by these General Terms and Conditions and the applicable Maritime Order Rules

The Marina shall acquire the right of retention of the vessel and the lien on the vessel and equipment for all outstanding claims arising from the services provided, measures taken at the expense of daily berth users, claims for damages referred to in Article 6 of these General Terms and Conditions and for other claims arising from these General Terms and Conditions, the valid Rules on the Order in the Port of Marina, and the positive regulations of the Republic of Croatia. The berth user agrees that the Marina may exercise its lien and the right of detention of the vessel without any further questions and approval in the above cases.

Marina responsibility

Article 17

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

The Marina liability exclusions set out in these General Terms and Conditions apply.

IV. PAYMENT TERMS AND CONDITIONS

1. Permanent berths should be fully paid 30 days before the contract's starting date.

The same applies to the extension of current permanent berth users.

2. Reservations/Booking

Payment of the reservation fee for renting the berth in Marina Medulin should be paid as follows:

a) 50% In advance

50% at the latest 30 days before the start of the lease

b) less than 30 days before the start of the lease

100% In advance

The payment method is exclusively by bank transfer.

V. CANCELLATIONS

In case of cancellation by the permanent and pre-booked berths users for the services that the Marina can provide, users do not have the possibility of a refund.

VI. FINAL PROVISIONS

Applicable law, jurisdiction of the court and interpretation of the General Conditions

Article 18

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

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

In case of dispute, the Croatian text of these General Terms and Conditions shall apply.

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

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

Changes to the General Terms and Conditions

Article 19

Unilateral changes to the General Terms and Conditions, which the Marina is obliged to publish on the bulletin board at the reception desk, may be unilaterally notified to all Permanent Tenders users in writing at least 30 days before its entry into force.

In Pula, 27.06.2022.

Adriatic Yacht Charter d.o.o.

Neven Maras