

GENERAL TERMS AND CONDITIONS

for the conclusion of a Berthing Contract

no. ____

Article 1.

General Terms and Conditions for the conclusion of a Berthing Contract in Marina Hramina d.o.o. (hereinafter: the General Terms and Conditions), apply when the Berthing Contract between Marina Hramina d.o.o., Put Gradine 1, 22243 Murter (hereinafter: the Marina) and berth users, vessel owners, and/or their proxies and representatives of vessel owners for which the vessel owner is legally responsible, is concluded. The General Terms and Conditions and are an integral part of such contract.

The General Terms and Conditions apply to all berth users, vessel owners, and/or their proxies and representatives of vessel owners.

Article 2

The legal relationship between the Marina and the Berth User on the basis of the Berthing Contract is considered to be established with the conclusion of the Berthing Contract, which is based on duly submitted documentation referred to in Art. 3 of these General Terms and Conditions by the User.

The Contract is concluded for the period specified in the Contract. If neither of the contracting parties terminates the Contract in writing at least 90 days before the expiration it will be extended for the next annual period.

In case of untimely termination of the Contract, penalties for untimely termination of the Contract are calculated and charged according to the formula: price of valid annual berth / 12 months x 3 months.

If the Berth User does not pay the berthing fee on the day of the Contract entering into force or no later than seven days from the due date, the Contract is considered terminated without further notice, and in that case, as in any other case when the Berth User or vessel owner leaves his/her vessel in the Marina or keeps it without a legal basis, the Marina shall move the vessel to dry berth at the expense of the Berth User, and calculate and charge the daily berth price from that day according to the valid price list, as well as other necessary costs.

On the day of expiration or termination of the Contract, the Marina ceases to bear any responsibility for the condition of the vessel in relation to the vessel and equipment and all possible damages shall be borne by the Berth User.

Article 3

When entering into the Berthing Contract, the User is obliged to hand over to the Marina:

- a copy of the documents proving the ownership and/or the right to use the vessel, or the authorization to conclude the Contract (if the Contract is not concluded by the owner or if the excerpt from the appropriate register does not indicate the authority to represent the person wishing to conclude the Contract)
- a copy of valid documents of the Vessel
- a copy of a valid identity document (identity card or passport), or an excerpt from the appropriate register (for vessels owned by a legal entity)
- a copy of the valid insurance policies of the Vessel
- a copy of the vignette (for foreign vessels)

- fill in and submit the "Inventory List" of items and equipment on the vessel, which is attached to the Berthing Contract and signed by both parties, each of whom keeps one copy

- maintain documents/certificates, and vessel insurance policies valid for the duration of the Contract, and fulfil obligations in a timely manner in accordance with the legal regulations of the Republic of Croatia

The Marina reserves the right to request any additional documents or certificates it considers necessary.

Article 4

In accordance with the Port Order Ordinance and its berth plan, the Marina determines the place for the berthing of the vessel, and may at any time, without special approval of the Berth User, move the vessel to another suitable berth within the Marina, of which it will inform the Berth User in a timely manner.

The change of berth within the Marina during the term of the Contract does not affect the liability of the Marina.

If the User wants to replace the vessel which is the subject of the Berthing Contract with another vessel, the Parties may enter into a new Berthing Contract under which the Berth User is obliged to pay the difference in the berthing fee, if it is a higher price category of the vessel, and if it is a lower price category of vessel, the Berth User is not entitled to a reduction of the agreed berthing fee.

During the reported absence of the vessel from the berth, the Marina may temporarily use the berth to accommodate another vessel.

The berthing fee is also due during the absence of the Vessel from the berth, even when the Marina provides the berth for the accommodation of another vessel during that time.

Article 5

The Berth User shall use the permanent berth exclusively for the mooring of the vessel specified in the Berthing Contract, and in case of change of ownership of the vessel, the new owner of the vessel does not acquire the right to use the contracted berth, but the Berthing Contract is terminated in accordance with its termination clauses.

The berthing fee is determined according to the Marina Services Price List, and is calculated and payable in accordance with the Berthing Contract.

In the event that the vessel does not use the berth in the Marina for a part of the contracted period, the Berth User is not entitled to claim a refund for the period of the vessel's absence from the Marina.

The Berth User has no right to permanently or temporarily rent or lease the berth to third parties.

The use of the vessel by other persons who are not the user of the berth or the owner of the vessel, is permitted only with written consent of the Berth User or the owner of the vessel.

The Marina reserves the right to measure the length of the vessel.

It is not allowed to display notices, advertisements or put the inscription "For sale" on the vessel. The Marina staff will remove the inscriptions without prior notice.

All Marina services are charged according to the valid price list at the time of providing the service. The valid price list is published on the official website of the Marina.

Article 6

The Parties agree that for the purpose of insurance and collection of matured overdue and outstanding receivables, the Marina is entitled to:

- retain the vessel
- obtain a temporary measure from the competent court prohibiting the departure of the vessel and/or prohibiting the disposal and alienation of the vessel
- request the entry of a mortgage on the vessel, equipment and associated parts in the appropriate register

If the User has not settled his/her obligations even after the expiration of 60 days from the expiry of the Contract or its termination, initiate appropriate procedures for the forced collection of all receivables towards the Berth User.

In case of uncollected receivables, the Parties agree that the Marina has the right to move the vessel to dry berth without the consent of the Berth User, and to charge from that day the price of daily berth, as well as other costs, according to the valid price list of the Marina.

The Marina is not obliged to provide the services of launching the vessel into sea or any other services as long as the claims of the Marina towards the User and/or the vessel are not fully settled.

Works ordered by the Berth User, the vessel owner or their proxies, crew and other persons onboard the vessel (explicitly authorized) outside the contractual obligation, are paid immediately after the performed work in accordance with valid price lists, and upon receipt of the invoice.

The obligations and responsibilities of the Marina arising from a particular additional service or work are to be assessed according to the legal nature of the business.

Article 7

The Marina has the following obligations towards the Berth User:

- assign berthing place
- maintain the berth in a safe and correct condition
- maintain the port, construction facilities, port infrastructure and equipment in good condition, maintain safety and order in the port, including the system of reception and handling of waste from vessels, fire and safety protection
- The Marina shall to monitor the condition of the Vessel on berth.

If, during the monitoring, the Marina notices changes to the Vessel, equipment, which affect the safety of the vessel on the berth or indicate the risk of damage to the vessel, the Marina is obliged to immediately notify the Berth User. If such changes require urgent action, the Marina may perform them without the prior consent of the Berth User.

Urgent unforeseen actions are actions that are necessary to prevent damage and to protect vessels from damage or destruction, prevent danger to human life and health, the environment, other vessels, equipment, port infrastructure, and they also include actions ordered by the competent public authority.

The Marina may, for justified reasons, change, or reorganize the provision of the berthed Vessel's monitoring service and additional works from its business activity, which is not considered a violation of the obligation under the Berthing Contract and it does not entitle the Berth User to reduce or refund part of the mooring fee.

Article 8

The Berth User is obliged to:

- pay the agreed fee for the use of berth in the Marina in the manner and at the time as agreed
- submit the necessary documentation
- use the berth with the attention of a good host, respect all positive regulations on navigation, environmental protection and maintaining port rules, the provisions of the Marina Port Ordinance, as well as the Plan for Acceptance and Management of Vessel Waste. If the Berth User fails to comply with the aforementioned provisions, the Marina may terminate the Berthing Contract.
- check in his/her arrival at the reception of the Marina, as well as each absence of the vessel, and announce the return of the vessel to the Marina no later than 24 hours before the return
- comply with the applicable regulations regarding stay and navigation within the territorial waters of the Republic of Croatia
- report any change of address and contact details. If the Berth User fails to notify the Marina of the change of residence/seat address or contact details, the last known address and contact details of the User, or his representative, sent to the address specified in the Contract, will be considered valid.
- The User guarantees that he/she has all the documents of the Vessel, and that the Vessel is operated by a qualified and authorized person.
- The vessel must be moored at a safe distance from the pier and with fenders placed on the sides and stern of the vessel. The Berth User is obliged to provide and maintain the ropes for berthing the Vessel on the pier and fenders, and to moor the vessel professionally and correctly.
- When leaving and docking, the User is obliged to act according to the instructions of the Marina, if such instructions have been issued, and in any case, even when acting according to the instructions of the Marina, he/she bears all responsibility for operating the Vessel.
- The Berth User is not allowed to make alterations or modifications to the equipment and installations of the Marina, nor use any part of the port, facilities, vessels, or vehicles located in the Marina for commercial purposes.
- maintain the Vessel and equipment in good and correct condition for the duration of the Contract, equip the vessel with appropriate mooring ropes, fenders and tarpaulin
- equip the vessel with fire-fighting equipment, and the Marina may request additional fire-fighting equipment if it considers that the existing ones are not sufficient
- equip the vessel with a correct and standardized water supply connection and hose, cable and connector for connection to the power cabinet
- for the performance of works on the vessel, present all necessary technical documentation, from which the manner of solving the technical task can be observed accurately
- warn the Marina about the equipment on the underwater part of the hull and give accurate information about its position, especially when lifting the vessel
- display a visible name and registration mark on the vessel, and in case of failure to fulfil this obligation, the Marina is authorized to place appropriate indications at the expense of the Berth User
- before each absence from the Vessel, disconnect all electrical cables and water connections; Otherwise the Marina may disconnect the connections without prior notice, and the User shall be solely responsible for the damage caused by the installation of the Vessel.

- when leaving, regularly hand over the keys of the vessel at the reception of the Marina The Marina is not responsible for a vessel whose keys are not at Marina's office.
- report any change of equipment on the Inventory List, and all mobile equipment and inventory of the vessel listed in the Inventory List, and keep personal belongings of the crew and people onboard locked indoors
- compensate all damage caused by the Berth User, crew and/or other persons on the vessel to other vessels, cars and equipment of third parties and other property, which occurred as a result of poor maintenance of the Vessel or equipment
- insure the vessel and equipment against the risk of liability of the vessel user for damage caused to third parties and their property and equipment, including the statutory obligatory liability insurance of the vessel users

The Berth User bears full responsibility for damage caused to third parties or the property of the Marina by his/her vessel or by persons onboard the vessel.

Article 9

The Marina is not liable for damage in the following cases:

- force majeure
- malicious, negligent or unprofessional action of the Berth User, owner, crew or other persons on board
- bad maintenance, neglect, wear and tear of the vessel or equipment
- non-compliance and violation of the provisions of the Berthing Contract, General Terms and Conditions or the Ordinance on Port Rules by Berth User, crew or other persons on board
- non-compliance with customs, port and other regulations
- hidden defects of the vessel
- rodents on the vessel
- false, inaccurate or incomplete information provided by the Berth User, concerning the vessel and its stay on the berth
- disappearance of ropes, anchors, fenders, awnings, propellers, dinghies, breaking or untying of the stern rope by which the vessel is moored to the pier and other equipment that was available to third parties without breaking in, burglary or other form of forced entry into closed premises of the vessel
- damage to equipment that is not on the Inventory List
- damage to equipment that is on the Inventory List, which was not in a locked space or has disappeared without forced entry
- art, collectors' items, precious metal items, money, securities, valuables and similar items
- unprofessionally performed or deteriorated electrical, gas or plumbing installations on the vessel, or from the connection on the pier to the vessel
- freezing
- fire or explosion caused by non-compliance with fire protection regulations
- harmful emissions from air or sea

- actions or omissions of third parties
- damage that could not be foreseen, prevented, eliminated or reduced by regular course of the prescribed business
- The Marina is not responsible for the costs of wreck removal, as well as for damage to the vessel, caused as a result of damage by another vessel.
- The Marina is not liable for damage caused by repairers, subcontractors, proxies of vessel owners, or third parties, regardless of whether they provided services in the Marina area with the permission of the Marina.
- If the Berth User has not reported a change of contact information in accordance with Art. 8, the Marina is not liable for damage and costs that could have been prevented if the Berth User could have been contacted in a timely manner.

Article 10

The Contract is terminated, except for the expiration of the period for which it was concluded, under the following conditions:

- in case of agreed termination of the Contract
- by unilateral termination of the Contract before the expiration of the contracted period, as follows:
 - if one party fails to comply with or violates the provisions of the Contract, the General Terms and Conditions or the Ordinance on Port Order, such as the right to use the berth or timely payment
 - if, due to force majeure, it is impossible to fulfil any of the essential obligations under the Contract and the Terms and Conditions
 - if the Berth User or owner sells the vessel
- in case of complete destruction of the berth, or if the berth reaches a state unsuitable for safe use In that case, the Berth User has the right to refund the appropriate part of the fee for the berth use, in proportion to the unused time until the expiration of the contracted period. The Marina can be released from the obligation to return a part of the fee, if it moves the Vessel to an appropriate berth.

In the event of an agreed or unilateral termination of the Contract, the Marina is not obliged to refund the paid funds.

The Contracting Party which, by its own fault, caused the reason for the termination of the Contract, shall be liable to the other for the damage caused by the termination of the Contract.

All notices of cancellation and termination shall be delivered between the Parties in writing.

It is considered that the Berth User has been duly notified of the termination or cancellation when the Marina sends a written notice to the last known postal address or e-mail address of the Berth User or his representative.

From the moment of termination or cancellation of the Contract, the risk of failure and damage to the Vessel is entirely on the Berth User.

The Marina reserves the right not to enter into a new Contract or to extend it upon expiration.

Article 11

Service repairs and works on the vessel and the engine can only be performed in the area of the Marina service zone.

Legal or natural persons, who do not have a Business Cooperation Contract with the Marina, may not be hired by the Berth User on the premises of the Marina, without the approval of the Marina. Performance of works by third parties is allowed only with the written consent of the Marina, and against payment of the agreed fee.

Unauthorized persons are not allowed to move in the operating area of the crane, slipway and other transport equipment.

Article 12

The Marina reserves the right to change the General Terms and Conditions, of which Users will be notified in a timely manner.

Croatian law applies to these General Terms and Conditions and the Berthing Contract. The parties will try to resolve all possible disputes arising from and/or in connection with these General Terms and Conditions and the Berthing Contract amicably, and if such dispute resolution is not possible, the court in Šibenik has jurisdiction.

The Berthing Contract and the General Terms and Conditions are drawn up in Croatian. In case of any discrepancy between the text of the General Terms and Conditions in Croatian and its translation into other languages, the text of the General Terms and Conditions in Croatian will apply. The Marina is not responsible for any discrepancy between the text of the General Terms and Conditions in Croatian and its translations into other languages, as well as any typographical errors.

On the day of application of these Terms and Conditions, the General Terms and Conditions for the conclusion of a Berthing Contract dated _____ shall cease to be valid.

By signing the Berthing Contract, the Berth User gives consent to the Marina to process his/her personal data for the purpose of promotion, and for marketing purposes. The Berth User can withdraw the consent at any time by sending a notification to the following e-mail address: tajnica@marina-hramina.hr, and may request correction of recorded data via the same address.

These General Terms and Conditions enter into force on _____.