

**GENERAL CHARTER TERMS AND CONDITIONS WITH ACCOMMODATION SERVICE ON BOARD
AT ADRIATIC CROATIA INTERNATIONAL CLUB
for the activity of marinas Plc**

General Charter Terms and Conditions with Accommodation Service on Board at ADRIATIC CROATIA INTERNATIONAL CLUB for the activity of marinas Plc. (hereinafter **“General Terms”**) are the integral part of the Chartering Contract, further in text **“Contract”**, stipulated between ADRIATIC CROATIA INTERNATIONAL CLUB d. d, Rudolfa Strohala 2, 51000 Rijeka, Id-No (OIB): 17195049659 and the Charter User.

In these General Terms and Conditions the term:

- **The “Owner”** is ADRIATIC CROATIA INTERNATIONAL CLUB for the activity of marinas Plc., R. Strohala 2, 51000 Rijeka, Id-No (OIB): 17195049659, service provider of the charter including the accommodation
- **“Home Marina”** is the marina within the ACI d.d. system where the vessel was handed over and where it must be redelivered within the agreed time.
- **“Charterer”** is a legal or natural person who concludes the Chartering Contract with accommodation service on board with the Owner.
- **„Boat authorized person „means** a person authorized to operate a chartered vessel that is the subject of the rental.
- **„Crew and passengers“** a passenger is any person aboard the vessel, the crew consists of the people boarded to carry out operations on board, both, the passengers and the crew, being entered in the Crew and Passenger List.
- **„The Vessel“** is a yacht or a boat that is the subject of the rental

CONTRACT AND RESERVATION

The contract is signed when making the down payment. By making the down payment it shall be considered that the Charterer is familiar with the provisions of the Contract and of these General Terms.

The Charterer is required to submit the Passenger List including personal names and surnames, address and town of the people aboard the Vessel. The Charterer is required to submit a copy of the navigation licence (certificate of yacht competence for navigation) not later than the day of taking over the vessel. The licence must clearly state the identity of its holder, the period of its validity and the vessel’s category it has been issued for.

The reservation shall be made via e-mail and through the booking system.

PRICE AND TERMS OF PAYMENT

Charter prices are stated in the current Price List and published on the official website of the Owner. Charter price includes: a vessel with the equipment according to the current Price List and Inventory List, bed linen, berthing cost in ACI home marina of the chartered vessel, dinghy (a support rowing-boat) and outboard engine, Wi-Fi, beach- and bathroom towels, diving suit. The Charter price does not include: tourist tax, transit log, final cleaning, fuel, skipper service, security deposit and marinas and mooring/berthing charges in marinas outside of the home marina.

Upon confirming the reservation valid only in writing, the payment shall be made according to the confirmation of the reservation (offer), as follows:

- 50% - of the price within 7 days from confirming the reservation
- 50% - of the price no later than four weeks prior to the commencement of the charter period
- The total amount shall be paid upon accepting the offer if the chartering period begins within less than 4 (four) weeks.

Upon receiving the payment, the Owner is required to issue an invoice for the down payment, and the final invoice shall be issued at the end of the charter service, the final statement included.

The Vessel can only be taken over once the amount of the reservation has been paid in full.

If the Charterer does not make the down payment of the 50% until the stated deadline, the Owner has the right to cancel the reservation and terminate the concluded Chartering Contract.

Additional services (services upon request) shall be additionally charged according to the current Price List, and they must be confirmed in writing not later than 7 days prior to the commencement of the charter period, taking into account that the request for skipper and/or hostess services needs to be pointed out when confirming the reservation.

EXTENDING THE CHARTER PERIOD

In case the Charterer wishes to extend the charter period, he/she is required to notify the Owner thereof. The Owner shall check the availability of further accommodation and shall inform the Charterer in regards as soon as possible.

CHARTER CANCELLATION

The Charterer is required to submit a written notification about the charter cancellation. The calculation of the cancellation costs and fees (indemnity charges) shall be based on the date of receiving the cancellation notice, as follows:

- 50% of the charter price if the reservation is cancelled more than 1 month before starting to use the accommodation service
- 100% of the charter price if the reservation is cancelled less than 1 month before starting to use the accommodation service
- 0% if the Owner or the Charterer find a client for the cancelled reservation.

The refund shall be made following the Owner's calculation and transferred into the Charterer's bank account stated in the Contract.

In case of inability to dispose of the vessel caused by the Owner for justified reasons (major damage to the vessel during previous reservations), the Charterer shall be provided with:

- a replacement vessel with the same or similar characteristics and equipment without any delay or
- a full refund, 100% of the amount paid.

INSURANCE

Each vessel is covered by compulsory liability insurance, voluntary liability insurance and Casco hull insurance.

The property of the crew and passengers on board is not insured. The Owner does not provide neither for medical insurance, nor the insurance from consequences of an accident.

DEPOSIT

The deposit payment shall be done to guarantee the payment by way of compensation for damage, as well as for other claims arising out of and/or that could arise from the Charter Contract.

The deposit shall be lodged in cash, by credit card or bank transfer prior to taking over the chartered vessel. Upon the end of the charter service, the lodged deposit shall be refunded in full if no damages and/or loss of the equipment have been identified. Otherwise, the deposit shall be retained in the amount equivalent to the repair costs or to the value of the damaged and/or lost equipment.

The deposit shall be lodged also when contracting a skipper service. The deposit lodged cannot be used to cover the costs incurred due to the skipper's negligence and bad operation of the Vessel and its equipment.

AREA OF NAVIGATION

If the Charterer intends to sail outside the territorial waters of the Republic of Croatia, he/she is required to inform the Owner accordingly to get additional insurance on time at the expenses of the Charterer. The Notification about the navigation outside the territorial waters of the Republic of Croatia must be confirmed 45 (forty-five) days before the delivery of the vessel at the latest and in writing.

TAKING OVER OF THE VESSEL (CHECK -IN)

The delivery of the vessel is on Saturdays from 17:00 and shall be determined by the Check-in List. The Vessel shall be delivered with full fuel and water tanks.

When taking over the Vessel the Charterer goes through the Inventory list together with the Owner's representative and confirms by signature the condition of the chartered Vessel and equipment. Subsequent complaints shall not be accepted if the vessel serviceability and the completeness of the equipment has been confirmed by the signature. The handover must be done within 1 hour from checking-in.

When taking over the chartered vessel the Charterer is required to show the certified Contract, the required licenses and the Crew and Passenger List.

Possible hidden deficiencies and/or lack of equipment not known at the time of handover, as well as defects that occur after the takeover of the vessel, that the Owner could not have foreseen, do not entitle the Charterer to demand a reduction of the charter price.

If the Charterer does not take over the Vessel within 12 (twelve) hours from the agreed vessel delivery time, the Owner is authorized to terminate the Chartering Contract. In such case, the Charterer loses the right to a refund of the paid amount, as well as to any other compensation.

The Owner reserves the right to evaluate the Charterer's ability to operate the vessel (the cost shall be borne by the Charterer, and the time spent in conducting the assessment shall be included in the charter period of the vessel). The Owner reserves the right to withhold the charter of the vessel in any case. The Owner reserves the right to offer the service of a professional skipper at additional cost according to the Price List. If the Charterer refuses the service of a professional skipper, the Owner is authorized to terminate the contract and retain the entire amount paid for the charter. The Charterer/person authorized to command the Vessel shall be held responsible for any damage that may result from the Charterer's entrusting to unauthorized persons command of the Vessel.

RETURN OF THE VESSEL (CHECK-OUT)

The Vessel shall be returned on Saturday no later than 9:00 am. The return/redelivery of the vessel shall be determined by the Check-out List. The Vessel shall be returned with full fuel and water tanks.

When taking over the Vessel, the Charterer goes through the Inventory list together with the Owner's representative and checks also water and fuel tanks. The Charterer is required to present the invoice produced for the last water and fuel replenishment. If the tank is not full, the Charterer shall be charged for the quantity of fuel increased by the refuelling cost. The Charterer is required to discharge the sewage no closer than 2 NM from the shore and return the vessel with empty black water tanks.

The Charterer shall be charged for the damage up to the deposit amount, if the damage and/or loss is revealed during the inspection of the vessel. Otherwise, the deposit shall be reimbursed.

Upon completing the handover procedure, the condition of the chartered vessel and its equipment shall be confirmed by signature. Subsequent complaints will not be accepted if the signature determines the serviceability of the vessel and the completeness of equipment. The handover must be done within 1 hour from checking-in.

When returning to a port/marina not contracted as the home marina, the Charterer bears all the costs related to the transfer of the vessel to the contracted location of destination, as well as the fine in case of delay. Any delay longer than 1 (one) hour shall be charged for a double amount of a daily charter price, as well as for the costs incurred due to the inability to deliver the Vessel to the next Charterer on time. Delays in redelivery of the vessel due to inclement weather conditions shall not be justified since the vessel must be kept at the sufficient distance to the home marina during the last 24 hours.

THE OWNER'S OBLIGATIONS:

- deliver the Vessel at the agreed time and in agreed condition (clean, with full tanks),
- submit all relevant documentation,
- If the Owner is not able to deliver the Vessel on time, the Charterer is entitled to reimbursement in the amount of the price for 1 accommodation day due to delay in delivery

of up to 24 hours, and should there be a delay longer than 24 hours, the Charterer is entitled to take over the Vessel of the same or similar characteristics. If he/she does not want a replacement vessel, but decides to wait for the booked vessel, he/she is entitled to claim the amount equivalent to the number of days for which he/she has not used the vessel. The Owner's liability for an amount greater than the agreed charter price is excluded.

- The Owner shall not be held responsible for delays caused by force majeure or inclement weather.

THE CHARTERER'S OBLIGATIONS:

- Take over the Vessel at the agreed time,
- possess the necessary maritime and nautical knowledge to operate the Vessel (otherwise, he/she is required to accept the skipper services according to the price list),
- possess all the necessary licenses to operate the Vessel,
- that he/she will not entrust the Vessel to third parties,
- that he/she will not transport people or goods for commercial purposes
- Submit the Crew and Passenger List,
- Ensure the co-responsibility of all crew members and passengers,
- that he/she will not carry on board more people than stated on the Crew and Passenger List,
- to keep the Crew and Passenger List, as well as the certificate of the registration of the stay, together with the documents of the vessel during the entire use of the Vessel,
- to notify the Owner in case of a crew or passengers' change during the use of the Vessel,
- to comply with the legal provisions of the host country and/or of the country of navigation,
- will not participate in competitions or regattas,
- will not operate the Vessel under the influence of alcohol or narcotics,
- in case of collision or major breakdown on board, immediately notify the Owner and follow the instructions.
- to comply with the mandatory monitoring intervals of the propulsion machinery while using the Vessel,
- in the event of vessel's towing, agree upon a rescue award before accepting assistance,
- take all the preventive measures to keep the Vessel in same condition as when checked-in and to avoid towing operations,
- shall not leave the port/marina if the forecast wind speed is greater than 25 knots or the port authorities have ordered prohibition of departure,
- to carefully plan the sailing route so as to be at such a distance one day before the expiry of the charter period to be able to return the Vessel without any delay, which means, two days before returning to the home marina be at a distance of around 40 NM from the marina scheduled for the redelivery,
- will not sail at night without the Owner's permission,
- in case of adverse weather conditions, (windstorm) inform the Owner's representative about the exact location to avoid search and rescue operations,
- depending on the weather conditions avoid unnecessary loads of masts, sails and ropes and settle obligations within the assumed deadlines (cost for the charter, deposit, etc.)
- shall not engage in fishing and underwater activities without the appropriate licence shall not carry domestic animals aboard the vessel without the Owner's permission.
- to report the damage incurred due to a damage to the vessel, part of the vessel, equipment or inventory, as well as to the loss thereof within 24 hours from the occurrence of damage,
- to empty black water tanks on the high seas, ie at a minimum distance of 2NM from the shore.
- Shall return the Vessel within the agreed time to the agreed place of redelivery; otherwise, he/she shall cover all the costs incurred by the Owner due to the delay as well as for the loss of profit,

PERSON AUTHORIZED TO COMMAND THE VESSEL

If the Chartering Contract is concluded with a person who is not authorized to operate the chartered vessel but is, as such, stated on the Crew and Passenger List, then the provisions relating to the Charterer apply in the same way to that person. That person is obliged to sign the declaration certifying it. The Charterer and the person authorized to operate the Vessel shall be jointly liable towards the Owner for all obligations arising from a contractual relationship.

THE CREW

If the Vessel is bareboat chartered (without crew), the Charterer shall ensure that the vessel is commanded by a properly qualified and authorised person as a skipper for the duration of the chartering contract.

If the vessel is chartered with the crew, the crew is obliged to execute the orders of the Charterer regarding the sailing plan, whereby it is not obliged to execute orders of which execution could directly endanger the safety of the vessel or people on board, nor the orders that do not correspond to the type, purpose or technical capacities of the vessel.

AVERAGE AND MAJOR DAMAGES

Should any damage to the Vessel arise during the contracted service due to a regular wear and tear of material, the Owner is obliged to remove the defect. The Charterer is required to cover all the damage to the vessel incurred during the charter period. The Owner shall decide on the execution of repairs. If the Owner removes the defect within 24 hours, the Charterer shall not be entitled to any compensation whatsoever.

If the damage is of such a nature that a return to the marina is necessary, the cost for the lost days shall only be reimbursed if the damage was caused by the Owner's fault.

In case of major damage and averages, loss of the Vessel, injuries to people, the Charterer is required to report the event to the competent port authority without delay, to notify the Owner without delay and to follow the instructions from its representatives. The damages not immediately reported to the Owner and to the competent authorities as well as those that, due to these omissions, were not recognized by the insurance companies, shall be considered as incurred due to the Charterer's fault and he/she will be held fully and exclusively responsible for them.

If the vessel, equipment, part of the vessel or equipment is damaged or lost due to the intent or gross negligence of the Charterer or a crew member, the Charterer shall be obliged to compensate the full amount of the damage incurred.

The Owner shall not be held responsible for a loss of and/or damage to the property of the Charterer and/or a crew member, nor for someone else's property disposed aboard the vessel.

CLAIMS

Complaints shall be accepted only in writing on the day of taking over the Vessel. The Charterer may submit a written claim/complaint with the supporting documentation 8 days from the date of returning the vessel at the latest. After that deadline, the claims shall not be considered.

PERSONAL DATA

The Owner respects the privacy of the Charterer, the Crew and the Passengers and does everything in its power to protect their personal data. The rules applicable to Charterer's personal data protection are defined by the General Data Protection Policy of the Owner. The Owner provides clear information about the type of personal data that are being collected, how they are collected and the purpose for which they are processed. The stated documents have been published on the official website of the Owner.

FINAL PROVISIONS

The Owner reserves the right to amend the provisions of the General Terms and Conditions. Everything stated in these General Terms and Conditions constitutes a legal obligation for both, the Charterer and the Owner.

The Contract and the General Terms and Conditions are drawn up in the Croatian language. In the event of any disagreement or divergence in translated versions of the General Terms and Conditions written in the Croatian language into other languages, the text of the General Terms in the Croatian language will prevail. The Owner shall not be held responsible for any divergence in the text of the General Terms and Conditions in the Croatian language and its translations into other languages, as well as for any typographical errors.

The entire General Terms and Conditions are governed by the Croatian law. The contracting parties agree that they will attempt to resolve any eventual disputes that may arise out of/or in relation to this Contract through peaceful means, and if such resolving of a dispute is not possible, the court related to the Owner's seat shall have the jurisdiction over it.