

**GENERAL TERMS AND CONDITIONS OF CLUBSWAN 36 VESSEL CHARTER AT ADRIATIC CROATIA
INTERNATIONAL CLUB
for the activity of marinas Plc**

General ClubSwan 36 Charter Terms at ADRIATIC CROATIA INTERNATIONAL CLUB for the activity of marinas Plc. (hereinafter **“General Terms”**) are the integral part of the Vessel Charter Contract (further in text referred to as **“Contract”**, stipulated between ADRIATIC CROATIA INTERNATIONAL CLUB d. d, Rudolfa Strohala 2, 51000 Rijeka, Tax Id-No: 17195049659 and the User of the charter services.

In these General Terms the term:

- **“Owner”** means ADRIATIC CROATIA INTERNATIONAL CLUB for the activity of marinas Plc., R. Strohala 2, 51000 Rijeka, Tax Id-No: 17195049659, charter service provider
- **“ACI Marina”** means the marina in the ACI d.d. marina-system where the Vessel was taken over and to which it must be redelivered within the agreed time.
- **“Charterer”** is a legal or natural person stipulating the Vessel Chartering Contract with the Owner with or without a professional skipper service.
- **„Boat authorized person”** means a person authorized to operate a chartered Vessel being the subject of the rental.
- **„Crew member”** means a person other than the person authorized to operate the Vessel, stated on the Crew List
- **„The Vessel”** means a yacht or a boat being the subject of the rental

CHARTERING CONTRACT AND THE RESERVATION (BOOKING)

The Chartering Contract shall be concluded when making the downpayment. By making the downpayment it shall be considered that the Charterer is familiar with the provisions of the Chartering Contract and of these General Terms.

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 validity period and the data regarding the vessel's category it has been issued for. The charterer is required to submit a Crew List including personal names and surnames, address and town of all the people aboard the Vessel.

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, berthing fees at ACI Marinas of the chartered Vessel, all other services within ACI marinas shall be charged according to the current ACI Price List. The price does not include: fuel expenses, costs of the marinas and mooring/berthing charges outside of ACI Marinas System, port taxes and other fees, as well as transfer, logistics and cost of the boat care (additional services calculated according to the Price List).

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

- 30 % - of the price within 7 days from confirming the reservation
- 70% - of the price not later than 4 weeks before taking over the Vessel

The total amount shall be paid upon accepting the offer if the chartering period starts within less than 4 (four) weeks.

The Vessel can only be taken over once the amount of the booking (reservation) has been paid in full. If the Charterer does not make the down payment of the 30% until the stated deadline, the Owner has the right to cancel the reservation and terminate the concluded Vessel Chartering Contract.

LONG-TERM CHARTER

Long-term charter means a rental of a vessel for a term lasting more than 90 consecutive days.

Payment shall be made either as one-single payment or in instalments. In that case the Charterer is required to provide the Owner with the appropriate payment guarantee for the charter.

EXTENDING THE CHARTER PERIOD

In case the Charterer wishes to extend the charter period, he/she is required to inform the Owner thereof. The Owner shall make the decision on the charter period extension depending on the availability and shall inform the Charterer accordingly 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 shall be based on the date of receiving the cancellation notice, as follows:

- 30% of the total charter price shall be charged by the Owner for the cancellation made up to 2 months prior to the start date of the charter period
- For the cancellation made up to 1 month prior to the start date of the charter period - the Owner shall retain the total amount paid.

The refund shall be made following the Owner's calculation and transferred into the Charterer's bank account the funds were transferred from.

INSURANCE

Each vessel has been covered by voluntary liability insurance, hull insurance (Casco) and accident insurance scheme.

DEPOSIT

The deposit shall be paid as a payment guarantee on the bases of compensation for damage, as well as for other claims arising out of and/or that could arise with respect to the Vessel Chartering Contract. The deposit payment shall be made before taking over the Vessel in the amount of 5.000,00 (five thousand) EUR. The deposit shall be paid into the Owner's bank account or by pre-authorizing the credit card of the Charterer or through the Liability Insurance Policy. For legal persons, other than these payment security instruments are possible.

The deposit amount shall be refunded in full if no damages to the equipment/the Vessel 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/Vessel. If the damage is greater than the amount of the deposit, the Owner retains the deposit and the Charterer is required to cover the entire amount of the damage within 15 (fifteen) days from the day of establishing the difference.

The Charterer shall be charged for the amount of the damage up to the deposit amount, if the relative damage is revealed during the inspection of the Vessel (check-out). If the Vessel is redelivered in good condition, the deposit shall be reimbursed.

When taking over and/or redelivering the Vessel, a record (Check-in List) shall be drawn up, which shall be co-signed by both parties after the inspection of the Vessel has been done.

AREA OF NAVIGATION

If the Charterer intends to sail outside the territorial waters of the Republic of Croatia, he/she shall notify ACI d.d. thereof. The Notification about the navigation outside the territorial waters of the Republic of Croatia must be confirmed 45 (forty-five) days before the Vessel delivery at the latest and in writing.

TAKING OVER OF THE VESSEL (CHECK -IN)

The taking over of the Vessel shall be determined by the Check-In List. When taking over the Vessel the Charterer goes through the Inventory List together with the Owner's representative and confirms

the condition of the chartered Vessel and its equipment by signing it. Subsequent complaints shall not be accepted if the Vessel serviceability and the completeness of the equipment have been confirmed by the signature. Vessel delivery must be done within 1 hour from checking-in.

Possible hidden deficiencies and/or lack of equipment not known at the time of delivery, as well as defects that occur after the Vessel delivery, 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 has the right to assess the Charterer's ability to operate 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. 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 command of the Vessel to unauthorized persons.

REDELIVERY OF THE VESSEL (CHECK-OUT)

The redelivery of the Vessel shall be determined by the Check-out List. When taking over the Vessel, the Charterer goes through the Inventory List together with the Owner's representative and confirms the condition of the chartered Vessel and its equipment by signing it. Subsequent complaints shall not be accepted if the signature determines the serviceability of the Vessel and the completeness of the equipment. The handover must be done within 1 (one) hour from taking over the Vessel.

When returning to a port/marina not contracted as a destination, the Charterer bears all the costs related to the transfer of the Vessel to the contracted location of destination. Any delay longer than 3 (three) hours shall be charged in the amount of the one-day vessel chartering price, as well as for the costs incurred due to inability to deliver the Vessel on time to the next Charterer.

REGATTA CHARTER

The Owner shall not assume responsibility, if, due to adverse weather conditions or other justified reasons, the regatta organizer is unable to hold the entire regatta or a part of it. The funds paid for the charter shall not be reimbursed to the Charterer. Transfer costs and all costs related to logistics are non-reimbursable costs.

THE OWNER'S OBLIGATIONS:

- deliver the Vessel at the agreed time and in agreed conditions,
- submit all relevant documentation.

THE CHARTERER'S OBLIGATIONS:

- Take over the Vessel at the agreed time,
- possess the necessary maritime and nautical knowledge to operate the Vessel,
- possess all the licenses required 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 List,
- That he/she will not carry on board more people than stated on the Crew List.
- To keep the Crew 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,

- to notify the Owner about the exact date, name and location of the regatta in which he/she intends to participate,
- 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 thereof and follow the given instructions,
- to comply with the mandatory monitoring intervals of the propulsion machinery while using the Vessel, if the Vessel is going to be chartered for a period longer than 3 (three) months,
- in the event of vessel's towing, agree upon a rescue award before accepting assistance,
- to take all preventive measures to keep the Vessel in same condition as when checked-in,
- 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 navigation/sailing route to be located one day ahead in relation to the charter expiry date at such a distance from which the Vessel can be redelivered to marina without any delay.
- 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.)
- 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,
- Shall redeliver 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 List, the provisions relating to the Charterer shall be applied to that person in the same way. That person is obliged to sign the declaration confirming 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. Professional Skipper must hold the appropriate professional liability insurance policy.

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 from the deposit payment. The Owner shall decide on the execution of repairs.

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 Vessel redelivery at the latest. After that deadline, claims shall not be considered.

PERSONAL DATA

The Owner shall respect the privacy of the Charterer, of the Crew and Passengers and shall do 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 websites of the Owner.

FINAL PROVISIONS

The Owner reserves the right to amend the provisions of the General Terms.

Everything stated in these General Terms constitutes a legal obligation for both, the Charterer and the Owner.

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

The entire General Terms and the Contract are governed by the Croatian law. The contracting parties agree that they will attempt to peacefully reconcile any eventual disputes that may arise with respect to this Contract, and if such resolving of a dispute is not possible, both parties shall submit to the jurisdiction of the Court of the Owner's residence.