

GENERAL CONDITIONS FOR USE OF BERTH IN SIGMA POSLOVODSTVO Ltd. - MARINA NAUTICA

General terms and conditions for using the berth in SIGMA POSLOVODSTVO Ltd. (hereinafter referred to as "**General Conditions**") form an integral part of the Agreement for using the berth in Marina Nautica (hereinafter referred to as "the Agreement"), concluded between SIGMA POSLOVODSTVO Ltd., Svetog Antona 15, 52466 Novigrad – Cittanova, Republic of Croatia, PIN: 21462841905 and the user (hereinafter referred to as "User").

In these General conditions the term:

- „**SIGMA POSLOVODSTVO Ltd.**“ means SIGMA POSLOVODSTVO Ltd., Svetog Antona 15, 52466 Novigrad - Cittanova, Republic of Croatia, PIN:21462841905
- „**Marina Nautica**“ means marina in the system of SIGMA POSLOVODSTVO Ltd. in which the vessel is located;
- „**User**“ means the registered owner of the vessel and/or the user of the vessel and/or the user of the berth. When the content requests so, the term User shall also include the representatives of owners of the vessel, i.e. the person to whom the vessel owner is responsible.
- „**Vessel**“ means any boat and/or yacht and/or ship that is at berth in Marina Nautica;

1. The general terms and conditions apply to all vessels located in Marina Nautica.

2. SIGMA POSLOVODSTVO Ltd. determines the berth for the Vessel. SIGMA POSLOVODSTVO Ltd. is authorized to move the Vessel and obliged to inform the User in a timely manner, except in exceptional circumstances when the User of the Vessel movement shall be notified subsequently.

3. It shall be considered that the provision of berth service shall commence if the Vessel is in the Marina Nautica area. Immediately upon arrival of the vessel at Marina Nautica, the User shall be required to report the arrival of the Vessel to Marina Nautica.

4. The Agreement shall be concluded for the period laid down in the Agreement and any further extension of the agreement under the provisions of Article 2 of the Agreement. The User is obliged to pay the fee for the berth to the amount specified in the Agreement, i.e. in the applicable Price List, as well as all other claims for services provided in Marina Nautica.

5. For the reservation of the annual and monthly berth, the user is obliged to pay the advance according to the valid price list of SIGMA POSLOVODSTVO Ltd. The paid advance is considered as a deduction. If the User waives the agreement or the use of the berth, he shall have no right to refund the amount paid basis on the advance payment.

6. Marina Nautica shall provide one parking lot for the vehicle (personal car) according to the capabilities of the respective Marina Nautica to the user of the Marina Nautica Card. The vehicle must be registered at Marina Nautica reception desk. SIGMA POSLOVODSTVO Ltd. shall not be held responsible for any damage caused to vehicles while using the parking lot at Marina Nautica.

7. The Agreement is not transferable to other physical or legal entities. The User may terminate the Agreement at any time by prior written notice which must be submitted no later than 30 (thirty) days in advance. The User shall terminate the Agreement on the day of the takeover of the vessel, if the User has previously settled the entire fee referred to in Article 3, paragraph 1 of this Agreement. SIGMA POSLOVODSTVO Ltd. does not make a refund of the money paid on behalf of the berth fee in case of termination of the Agreement.

8. If the User buys a new Vessel during the term of the Agreement, he is obliged to sign the Annex to the existing Agreement and to pay the difference in price if it is a higher price category. If the owner concludes the annex for a smaller vessel, he shall not be entitled to a refund of the amount paid.

9. It shall be considered that the User has taken over the vessel when entering the vessel and/or taking the documents and keys of the Vessel at the Marina Nautica reception. After the User takes the Vessel, SIGMA POSLOVODSTVO Ltd. shall be relieved of any liability, whether or not the vessel remains at berth of Marina Nautica or if it is in navigation.

10. In cases where the owner of the Vessel is a bank or a leasing company, the Agreement shall include the company and the headquarters of the bank or leasing company, who are jointly and severally liable for the obligations under the Agreement. In all cases where the User is not the owner of the vessel, SIGMA POSLOVODSTVO Ltd. shall notify the owner of the vessel on the signed Agreement for the berth and the possible debiting.

11. The user, crew and/or other persons on the Vessel are obligated:

- to submit to SIGMA POSLOVODSTVO Ltd. a copy of the valid personal ID card (passport) and the original document of the Vessel (Registration/Vessel License or other documents that correspond to the above mentioned documents) during concluding the Agreement, to present a copy of the valid Vessel Insurance Policy, to fill in and submit the "Inventory List" of things and equipment on the Vessel verified by the authorized person of SIGMA POSLOVODSTVO Ltd., to submit the excerpt from the Court register or other register in the country (if the vessel is owned by a legal person), the authority to conclude the Agreement and use of the vessel (unless the Agreement is concluded by the owner or from the excerpt from the register of companies does not derive the power to represent the person who wishes to conclude the Agreement). SIGMA POSLOVODSTVO d.o.o. reserves the right to request additional documents or certificates that it considers necessary or appropriate in a particular case (e.g. VAT identification number);
- For vessels in the regime of temporary importation on board a document proving that from the moment of entering the territorial waters of the Republic of Croatia, there has been no more than 18 months and in time to fulfill their obligations in accordance with the customs regulations of the Republic of Croatia;
- EU resident should always have on board evidence that customs is paid for the vessel and/or VAT in one of the EU Member States, i.e. that the vessel has the status of Community goods.
- All movable property of the vessel listed in the Inventory list shall be kept locked in the enclosed area of the Vessel and shall notify each change in Inventory list;
- To comply with the General Conditions and the "Ordinance on the harbor rules in the Nautical Tourism Port - Marina Nautica". Due to non-compliance, SIGMA POSLOVODSTVO Ltd. has the right to terminate the agreement;
- To report arrival/departure and each departure/sailing to Marina Nautica reception desk or contact a seaman on duty in case reception desk does not work;

- To report Marina Nautica any change of address and other contact information. It shall be considered that shipments to SIGMA POSLOVODSTVO d.o.o. are properly sent if sent to the e-mail address of the User of berth, i.e. to owner indicated in the Agreement.
- At the time of departure of the User from Marina Nautica one shall deliver the Vessel documents to the reception desk, in the original (for Croatian vessels), and for the foreign vessels the original certificate of payment of the fees for safety of navigation and sea protection from pollution and keys of the Vessel.
- To get the connection (cable and plug) from the energy cabinet to the vessel at own expense;
- To switch off and disconnect all electrical cables and water connections before each departure. For all damages caused by the installation of the Vessel, the user shall be solely responsible.
- To make sure that the Vessel is strapped in accordance with the instructions of Marina Nautica, on a safe distance from the mole and with fenders on the hips and sterns of the Vessel. Ensure and maintain stern - rear ropes for mooring the Vessel on the mole;
- To make a visible name or registration number on the vessel.
- To compensate for damage to other vessels, vehicles and equipment of third parties caused by the Vessel, i.e. the User and/or crew or other persons on the Vessel or resulting from poor maintenance of Vessel or equipment on the Vessel;
- To warn about equipment on the underwater section of the Vessel and give accurate position information, especially when lifting the Vessel;
- To use the berth exclusively for the mooring of the vessels specified in the Agreement and for which the service is paid;
- To comply with applicable regulations regarding the stay and navigation in the territories of Croatian territorial waters;

12. SIGMA POSLOVODSTVO Ltd. is obliged to:

- To obtain, maintain and, if necessary, change the two mooring jacks and couplings (coupling and shingles);
- To enable the electricity supply of the Vessel by means of network capabilities and the correctness of the electrical outlet on the energy cabinet only when the User is on the Vessel;
- To monitor and maintain energy cabinets;
- To enable the water supply to the Vessel to ensure the correctness of taps on the energy cabinet only when the User is on the Vessel;
- In case of a visible breakdown of sea and/or fire, to intervene and take action to save the Vessel and Marina Nautica assets on the User's expense;
- in case of damage caused by the employee of Marina Nautica, to compensate the cost in accordance with the valid policy and in value recognized by the insurance company;
- in case of damage to the Vessel caused by other vessels and/or third parties, to notify the competent authorities (Harbor Master's Office and the Maritime Police);

13. SIGMA POSLOVODSTVO Ltd. shall not be liable nor shall be obligated to compensate for any damage if damage to the Vessel or any part thereof or equipment is caused by:

- force majeure, as this term is defined by the Civil Obligations Act;
- due to war, similar events, suspension of work, civil unrest and similar events;
- malicious, negligent or improper procedure of the User and/or Crew and/or other persons on the Vessel;
- disregard, neglect, wear and tear of the vessel and/or equipment;
- hidden flaws of the Vessel;
- culpability of third persons or culpability of another Vessel;
- rodents on the Vessel;
- damage to the equipment or equipment that is not listed on the Inventory list or is listed on the Inventory list, but was not in closed space and locked or missing without picking;
- disappearance of fenders, tents, anchors, ropes, accessories, auxiliary outboard motors and other equipment made available by the User to third parties so that they may, without obstruction, burglary or other forms of violent entry approach them in the closed Vessel;
- damages caused by improperly run or overdue electrical, gas or plumbing installations on the Vessel, i.e. from the connection on the mole to the Vessel;
- damages resulting from violation of the provisions of the Agreement and/or the General Conditions and/or the " Ordinance on the harbor rules in the Nautical Tourism Port - Marina Nautica ";
- damages resulting from non-compliance with customs, port and other regulations;
- freezing;
- inaccurate, untrue or incomplete information provided by the User;

14. Furthermore, SIGMA POSLOVODSTVO Ltd. shall not be liable for any costs or damages that are not caused by the direct liability of Marina Nautica and in particular damage:

- of removal of wreck;
- incurred by breaking and/or untying the stern rope with which the Vessel is attached to the mole/pontoon;
- fire or explosion caused by failure to comply with the Fire Protection Regulations by the User and/or Crew and/or other persons on the Vessel or caused by action, omission or failure of the User and/or third parties for which SIGMA POSLOVODSTVO Ltd. is not liable;
- caused by harmful emissions from the air or sea, of natural origin or caused by action, omission or failure of the third party for which SIGMA POSLOVODSTVO Ltd. is not liable;
- which are caused by third person by act or omission, including damages for which one is accountable for objective liability by using an institution of liability for damage caused by a dangerous thing or activity.

15. SIGMA POSLOVODSTVO Ltd. is not liable for the damage caused to the Vessel and the damage caused by the Vessel, for which the User did not immediately upon arrival of the vessel at Marina Nautica handed over the keys and original documents of the vessel to the reception desk.

16. The User may not drive the Vessel from Marina Nautica until the debt and/or any claim relating to the Vessel is paid to SIGMA POSLOVODSTVO Ltd.

17. The user is not allowed to rent the berth to third parties or in any way give the third party access to it.

18. SIGMA POSLOVODSTVO Ltd. has the right, at its own discretion, to carry out and/or tow the Vessel within Marina Nautica.

19. While the Vessel is not on the berth, SIGMA POSLOVODSTVO Ltd. has the right to temporarily use the berth. The User is obliged to notify Marina Nautica about the return of the Vessel 24 hours before return. The User is required to report any departure of the Vessel. Absence of the Vessel from Marina Nautica does not diminish the amount of the Agreement fee.

20. Works that the User or crew of the Vessel order outside the contractual obligations are paid in accordance with the valid price lists of basic and secondary services of SIGMA POSLOVODSTVO Ltd., according to the offer and before performing the service itself, until the final obligation of the User is settled upon execution of the service and if there were differences in use of services from those specified by the offer, according to the final service invoice issued.

21. In case of any breach of the terms and conditions of the Agreement, these General Terms and Ordinance on the harbor rules in the Nautical Tourism Port - Marina Nautica by the User, crew and/or other persons on the Vessel, SIGMA POSLOVODSTVO Ltd. has the right to terminate the Agreement, and from the day of termination of the Agreement to calculate the fee for the daily berth of the Vessel by the valid price list of SIGMA POSLOVODSTVO Ltd.

22. For the purpose of securing and collecting outstanding claims based on the provision of berth services, as well as other services, the User agrees that SIGMA POSLOVODSTVO Ltd. has the following rights:

- from the competent court (at the place where the vessel is located) to obtain a provisional measure prohibiting the departure of the vessel and/or prohibiting the disposition and alienation of the Vessel;
- retention of the Vessel;
- request entry into the relevant mortgage register on the Vessel, equipment and related parts/things (whether they are on a Vessel or in an appropriate warehouse);
- initiate appropriate procedures to settle its claims, that is:
 - court sales of the vessel;
 - extrajudicial sales of the vessel;
 - any court or other procedure deemed appropriate or desirable for the purpose of achieving the above purpose;

• at the expense of the User to move the vessel to the dry dock;

23. SIGMA POSLOVODSTVO Ltd. is not obliged to provide services of vessel lowering or to provide any other services, while claims that Marina Nautica has on any grounds against the User and/or the Vessel are not fully paid. In this connection, the extract from the business books of SIGMA POSLOVODSTVO Ltd. represents a valid proof of the amount and maturity of the claim that SIGMA POSLOVODSTVO Ltd. has towards the User and/or the Vessel on any ground.

24. SIGMA POSLOVODSTVO Ltd. respects the privacy of the User and does everything to ensure that their personal data is protected. The rules that apply to the protection of personal data of the User are defined by the Law on Implementation of the General Data Protection Regulation and General Regulation (EU) 2016/679 on the Protection of Personal Data.

SIGMA POSLOVODSTVO Ltd. provides clear information on the type of personal data being collected, the manner of their collection and the purpose for which they are being processed.

We shall collect and process different types of personal information such as basic personal information (such as name and surname, sex, date of birth, PIN), your contact information (address, email, phone, etc.) so that we can conclude and implement agreement on using the berth for your vessel as well as providing you with information about the activities within Marina Nautica.

• In addition to the information above, and in order to comply with legal obligations, we shall ask you identification card, country of birth, citizenship and, if necessary, bank account number.

• To provide network and information security of IT systems and WiFi systems, we can collect the IP address of WiFi system users in Marina Nautica and our site visitors.

The processing of personal data through video surveillance is carried out for the purpose of protecting persons and property in the business premises (restaurant, bar, reception) and the public area (gatekeepers, parking), and which is provided to you through visible signs on facilities within Marina Nautica.

25. SIGMA POSLOVODSTVO Ltd. reserves the right to amend the provisions of the General Terms and Conditions on which Users shall be timely notified.

26. The Agreement and the General Terms and Conditions are drawn up in Croatian. In the event of any disagreement or deviation in the text of the General Terms and Conditions in the Croatian language and translation into other languages, the text of the General Conditions in Croatian language shall prevail. SIGMA POSLOVODSTVO Ltd. shall not be liable for possible deviations in the text of the General Conditions in Croatian and translation into other languages, as well as for any printing errors.

27. For all the General Terms and Conditions and the Agreement, the applicable Croatian law shall be applicable. Parties shall resolve any dispute arising out of and/or in connection with these General Terms and Conditions by peaceful means, and if such a dispute cannot be resolved, the Commercial Court in Pazin shall be competent.

28. These General Terms enter into force on 01.01.2017.

Novigrad, 2017.