



SOLARIS d.d., Hoteli Solaris 86, 22000 Šibenik, Republic of Croatia, PIN (OIB): 26217708909, represented by Chairman of the Board Goran Zrilić,

hereby adopts on \_\_\_\_\_ the following:

## GENERAL TERMS AND CONDITIONS OF THE SOLARIS MARINA CONTRACT

### I GENERAL PROVISIONS

#### Article 1

- 1.1 The General Terms and Conditions of the Contract for Accommodation of Vessels in Solaris Marina (hereinafter: "General Terms and Conditions") form an integral part of the Contract on an Unsupervised Berth for a Vessel in Solaris Marina (hereinafter: "Contract") concluded between SOLARIS d.d., Hoteli Solaris 86, 22000 Šibenik, Republic of Croatia, PIN (OIB): 26217708909 (hereinafter: "Marina") and the berth user, as defined below.
- 1.2 The General Terms and Conditions shall apply to all Berth Users, as well as all Vessels located in the Marina. When the content so requires, the term User shall be deemed to also include representatives of the owners of Vessels, or persons for whom the owner is responsible.
- 1.3 The General Terms and Conditions shall apply to all users of services of the nautical tourism port – Solaris Marina.
- 1.4 The Marina reserves the right to amend the provisions of these General Terms and Conditions.

#### Article 2

- 2.1 It is hereby established that the Marina performs its activity in an area open for access and passage by the public without any special requirement to report to the employees of the Marina, and that all users of the Marina accordingly accept their obligation of due care towards their own property, as well as the property of third parties.
- 2.2 The General Terms and Conditions regulate mutual rights and obligations of the Marina and the users of its services.

#### Article 3

- 3.1 The terms below mentioned in the text of the General Terms and Conditions shall have the following meaning:  
**Vessel** – any registered seagoing craft that is the subject matter of the contract on the use of a permanent or transit berth or is located in the area of the Marina.  
**Owner** – a person indicated as the owner of the vessel in the stipulated legal document.  
**Berth User** – any natural or legal person that entered into a berth use contract with the Marina as a party, as well as any other person granted a written or oral consent by the Owner and/or their proxies and representatives of the vessel Owner for whom the vessel Owner is responsible under the law.  
**Proxy** – a person granted powers by the Owner regulated in detail based on a written power of attorney, bearing in mind that the Marina shall have no power nor obligation to assess the validity of the power of attorney.  
**Charter** – performing the economic activity of renting Vessels with a crew or on a bareboat basis.  
**Berth** – a space on water or land allocated to the Berth User by the Marina for the purpose of accommodating the Vessel.



**Contract on an Unsupervised Berth for a Vessel (or Contract)** – a contract entered into by the Berth User with the Marina for a permanent berth for a period longer than 3 months, concluded by signing a special written contract form.

**Contract on the Use of a Transit Berth** – a contract entered into by the Berth User with the Marina for a period up to 3 months, concluded upon presentation of the necessary papers after berthing the vessel, without signing a written contract.

**Persons on Board** – persons granted the power by the berth user or the owner/user of the vessel to stay on board, who the Marina shall not have and cannot have the power or obligation to check, and for whom the Marina shall in no case be responsible.

#### Article 4

- 4.1 Berth Users, the crew and/or other persons on board the Vessel using the berth in the Marina, as well as all users of services provided by the Marina shall comply with these General Terms and Conditions and the applicable Regulations on Port Order of the Marina.
- 4.2 In case of non-compliance with the mentioned acts, the Marina may deny the provision of its services, especially the use of berths, that is, it may cancel the berth provided for use.
- 4.3 The Marina shall have the autonomy not to renew berth contracts concluded with berth users and not to accept the conclusion of new berth contracts with berth users without stating a specific reason, in particular due to construction works at the Marina or a risk assessment of the Marina in relation to a specific berth contract.
- 4.4 In case the berth contract expires without the Berth User moving their vessel, the Marina shall have the autonomy to move such a vessel to land, within the Marina area or to a location suitable for the Marina with respect to its needs, without prior notification to the Berth User or owner of the vessel. The Marina shall in any case seek to notify, in advance or subsequently, the person that entered into the last berth contract of this type of action and in that case the costs of lifting and moving the vessel shall be borne by the owner of the vessel.
- 4.5 The Marina shall not be responsible for any damage to the vessel that may arise after the termination of the berth contract, unless the damage was caused directly by the Marina with intent or through gross negligence when lifting the vessel and transferring it to land.
- 4.6 Possession of the vessel during the term of the berth contract and after the expiry of the berth contract shall be held by the person who entered into the berth contract, and the possible actions of lifting and moving the vessel as specified in previous points 4.3 and 4.4 in the event of expiry of the berth contract shall not be considered as disturbing the possession under these terms and conditions nor shall the Marina be considered as taking the vessel into its possession for its own benefit.
- 4.7 After the start of the time limit stipulated for moving the Vessel, the Marina shall be entitled to move the Vessel from a wet berth to a dry berth, or from a dry berth to another dry berth, within or outside the area of the Marina.

#### Article 5

- 5.1 The service of using a berth shall be considered as provided if the Vessel is located within the area of the Marina. The Marina shall not be required and does not have the facility to record arrivals and departures of vessels on a permanent berth. Immediately upon arrival of the Vessel to the Marina, the Berth User shall report the arrival of the Vessel at the reception desk of the Marina if the berth used is a transit berth.
- 5.2 The Marina shall have an absolute discretion to refuse to conclude or extend a contract for a permanent berth service or reception of vessels on a transit berth. Upon conclusion of the contract, each berth user shall be clearly informed of the term of the contract and the Marina shall not be required to notify the berth user of the expiry of the contract. In case the vessel is not collected for longer than 60 days after the expiry or termination of the contract, the Marina shall have the right,



and not the obligation, to take over possession of the vessel and hand it over to a third person for whom the Marina shall not be responsible and who is not required to keep the vessel, but may even destroy it, all without any further obligation to notify the berth user or owner/user of the vessel of the actions undertaken by the Marina.

- 5.3 For all Vessels located in the area of the Marina for which a written Contract has not been concluded, the Marina shall have the right to charge a daily berth fee for the Vessel in accordance with the price list of the Marina.
- 5.4 The Marina shall in no case be required or entitled to prevent persons who have not concluded a berth use contract with the Marina from collecting the vessel from a wet or dry berth, regardless of whether that person is an unknown third person or the owner of the vessel or persons who, on whatever grounds, have the right of possession of the vessel or persons who do not have that right. The Marina shall not be held responsible for possible theft of the vessel. The Marina shall act exclusively according to court decisions on retaining vessels in the Marina, should that be objectively possible.

#### **Article 6**

- 6.1 The Contract or the rights thereunder shall not be transferable to other natural or legal persons. If the Berth User sells the Vessel during the term of the Contract, the new owner or any other third person may ask for an extension of the contract, and the contract shall be deemed extended upon making the payment for a further contractual period in accordance with the Marina's offer.
- 6.2 The Marina shall not be required, entitled or required to check whether the vessel in the Marina or the vessel for which a berth contract has been concluded is technically capable of navigation, or whether it is technically or administratively and legally proper in any way.

#### **Article 7**

- 7.1 Should any user of services provided by the Marina cause damage to the Marina or to other users of services provided by the Marina through any action or failure to act, they shall compensate the damage in full in accordance with the applicable regulations of the Republic of Croatia.

#### **Article 8**

- 8.1 Responsibility for material and non-material damage to the property of the Marina, property of other Berth Users and property of third persons, and any damage resulting from environmental pollution, caused by the crew of the Vessel or any other person authorised to stay on board the Vessel, or damage caused as a result of a defect of the Vessel or on-board equipment, or of poor maintenance of the Vessel or equipment, shall be borne by the Berth User who, by their action or failure to act, personally or through their property, caused the damage in question.

#### **Article 9**

- 9.1 All services provided by the Marina shall be charged according to the price list applicable at the time of providing the service in question to the User, and the User of the service shall be deemed to be acquainted with the applicable price list upon signing the contract or using the service in the case of transit berths.
- 9.2 The applicable price list is available at the Marina's reception desk, and may also be provided on request.



## **II RESPONSIBILITY**

### **a.) Obligations of the Marina**

#### **Article 10**

- 10.1 The Marina shall be responsible for damage for which it is responsible under the law, and for which it would be responsible based on a court judgement.
- 10.2 The Marina shall not supervise individual Vessels or their condition. Therefore, the Marina shall not be required to inform the Berth User of the condition of the Vessel, or take actions to remedy the damage caused to the Vessel. The Marina expressly states that a supervision service shall not been contracted, which is possible to contract pursuant to the provision of Article 673.j(3) of the Maritime Code, and that the Marina shall not be required to inspect the condition of the yacht or boat, or its equipment, through a regular external inspection or to inspect the condition of the interior of the yacht or boat.
- 10.3 Notwithstanding other provisions of these Terms and Conditions, in case the court establishes exceptional responsibility of the Marina or the Marina acknowledges its responsibility, the Marina shall compensate the damage in the amount corresponding to the actual damage incurred, but no more than:
- EUR 40,000.- for vessels up to a registered length of 8 metres,
  - EUR 80,000.- for vessels of a registered length of 8 to 12 metres,
  - EUR 100,000.- for vessels of a registered length exceeding 12 metres,
- regardless of the potentially greater actually established value of the damaged vessel and the equipment on board, and the actually established greater amount of damage.

#### **Article 11**

- 11.1 The Marina shall not be required to take out an insurance policy covering any damage on vessels or vessel equipment. Any insurers of a vessel shall not have the right to seek indemnity or other type of compensation from the Marina. When taking out any type of insurance policy, the Berth User shall provide the insurer with the terms and conditions that apply to the Marina, and irrespective of the regulation of the berth user, the Marina shall have no obligation towards the insurer of the berth user or the vessel.
- 11.2 The Marina shall not be responsible for any equipment on board the Vessel, nor shall keep, maintain, receive and/or establish an inventory.
- 11.3 The Marina shall not be responsible for damage caused by repairers, subcontractors, proxies of the vessel Owner or third parties, regardless of whether or not the Marina gave them the permission to provide services within the Marina.

#### **Article 12**

- 12.1 The Marina shall not be required or entitled to prevent potential physical departure of Vessels from the Marina by sea or by land, irrespective of the instructions given by the Berth User, which does not affect the right of the Marina to retain the Vessel in case of a potential claim, until the claim is settled. Any requests by the Berth User concerning the possession or ownership of the Vessel by third parties shall be resolved by the Berth User directly with those third parties, without any involvement by the Marina.

#### **Article 13**

- 13.1 The Berth User and/or persons on board the vessel shall be solely responsible for any possible damage caused to the vessel or by the vessel.

#### **Article 14**



- 14.1 Should the Marina bear any costs in relation to any damage incurred, including legal costs, or should it be required to pay any amount of compensation to third parties, the berth user shall fully compensate the Marina.
- 14.2 The Marina shall not be responsible for any keys used for the vessel or for the person collecting the keys, nor shall it be entitled to establish the person who is authorised for collecting the keys.

#### **Article 15**

- 15.1 The Marina shall in no way be responsible for any fire damage caused to the vessels, or to the vessel on which the fire started, or to the vessels to which the fire potentially spread.
- 15.2 The Marina shall not be liable or responsible for establishing the proper functioning of fire-fighting equipment on board vessels or for the proper functioning of any other equipment on board vessels aimed at predicting or preventing the occurrence of fire.
- 15.3 The Marina shall not be liable or responsible for supervising or preventing any actions of persons on board the vessels, that may have an impact on the occurrence of fire.
- 15.4 The Marina staff have the sole and exclusive obligation to warn and prevent persons on board vessels from using open flame in the open areas of the vessel on wet and dry berths, or on land, if and when they can identify such a case under objective circumstances.
- 15.5 The Marina staff does not have the capacity and does not undertake to make the rounds of the Marina at intervals of less than twelve hours, and because of which the Marina does not assume any liability or responsibility for detecting a possible occurrence of fire in a period shorter than two hours.
- 15.6 In case of a potential fire, the Marina staff shall take the appropriate measures to prevent the spread of the fire and to put out the fire, to the extent objectively possible, without risking the health and life of persons involved in those actions, whereby the Marina in no way guarantees to be able to prevent any occurrence or spread of fire on the vessel on which the fire started or the vessels to which the fire potentially spread.
- 15.7 The Marina shall not be required and does not have the facility to establish whether there are persons on board of vessels that might be affected by the fire.
- 15.8 The order and type of activities to be undertaken by the Marina staff on detecting a fire shall be determined entirely through an autonomous assessment by the Marina staff in a specific case, as regards the use of fire-fighting equipment and the activities aimed at preventing the spread of fire.
- 15.9 In any case, the Marina shall not be required to compensate damage incurred as a consequence of fire, except in cases where the Marina infringed the provisions set out in points D and E of this Article.

### **III. PERMANENT BERTH**



## **Contract on an Unsupervised Berth for a Vessel**

### **Article 16**

- 16.1 The Marina undertakes to provide the Berth User with a berth for the purpose of accommodating a vessel, and the Berth User undertakes to pay the fee for using the berth. The Marina shall not perform any checks on persons on board the vessel.
- 16.2 The primary mode of communication shall be via the e-mail address provided to the Marina by the Berth User upon concluding a contract on the use of a permanent berth as their personal e-mail address. Communications shall be deemed duly delivered by the Marina regardless of a confirmation of receipt by the recipient and other evidence of delivery. On the other hand, communications shall be deemed duly delivered to the Marina only if the Marina has confirmed the receipt thereof by e-mail.
- 16.3 By concluding a berth contract, the Marina does not, as set out in the provision of Art. 673.j of the Maritime Code, undertake to supervise the Vessel and therefore the parties enter into a "Contract on an Unsupervised Berth for a Vessel".
- 16.4 The Marina does not assume any liability for the vessels or means of transport and shall not be held responsible for any damage within the area of the port, including damage to vessels, vehicles or inside facilities owned by the port, considering that it did not undertake to take care of the vessels or cars and the items left inside.
- 16.5 The Marina shall not be required to set up video surveillance, but may use such a system for its own needs, and shall not be required to hand over for inspection any video surveillance recordings.

### **Article 17**

- 17.1 The Marina shall determine the location of the permanent, transit or dry berth for each vessel in accordance with the Regulations on Port Order of the Marina and its berth plan.

### **Article 18**

- 18.1 The Marina shall have the right to, if necessary and by its own assessment, move the vessel for which a Contract on an Unsupervised Berth for a Vessel has been concluded to another berth within the area of the Marina, for which it shall not require any special or prior permission by the permanent berth user, but shall notify the Berth User of the change of berth in a timely manner.
- 18.2 Moving the vessel to another berth within the area of the Marina during the term of the Contract shall not affect the responsibility of the Marina.

## **Obligations of the Marina**

### **Article 19**

- 19.1 The Marina undertakes to provide the berth for use to the Berth User in accordance with the General Terms and Conditions, the contract, the price list and the Regulations on Port Order of the Marina.
- 19.2 The Marina undertakes to provide for use to the Berth User and the persons authorised by them to be on board sanitary facilities and other infrastructure intended for users, properly maintained and with standard equipment.

## **Obligations of the Berth User**



## **Article 20**

- 20.1 The Berth User shall:
- a) pay the fee agreed for the use of the berth in the Marina in the agreed manner and at the agreed time;
  - b) take due care of maintaining the vessel in good condition in its entirety throughout the period during which the vessel is lying at berth in the Marina;
  - c) notify the Marina of any change of the e-mail address; messages sent by the Marina to the last known e-mail address of the Berth User shall be deemed actually duly delivered;
  - d) notify the Marina of any change of telephone numbers that may be used for contacting the berth user in case of emergency.
- 20.2 The user or their guest shall not be entitled to leave equipment, a trailer, luggage, a jet ski or other objects unsupervised. If left unsupervised, the Marina shall be entitled to remove them regardless of who owns them, without bearing any responsibility therefor, all for the purpose of ensuring safety for users of the Marina and their guests.
- 20.3 Any oversight by the Berth User shall not be considered as an oversight of the Marina and the Marina shall not be required to correct the oversight of the Berth User and/or contact the Berth User.

## **Article 21**

- 21.1 A permanent berth user at the Marina shall not:
- a) rent the berth to third persons;
  - b) use any part of the port, facilities, vessel or vehicle which are located within or on the Marina property for commercial purposes, unless a special contract with the Marina has been concluded for such a type of activity;
  - c) perform any modifications or adjustments on the equipment and installations of the Marina;
  - d) display notifications or advertisements, unless they are given an explicit approval by the Marina.

## **Termination of the nautical berth contract**

## **Article 22**

- 22.1 A Contract on an Unsupervised Berth for a Vessel shall generally be concluded for a minimum period of 3 months.
- 22.2 The Contract may not be transferred to other persons by the Berth User, nor can it apply to another vessel.
- 22.3 The Berth User shall be deemed duly notified of the contract termination if the Marina delivered a notice of termination of the Contract on an Unsupervised Berth for a Vessel with a calculation of all costs incurred until then to the e-mail address provided by the Berth User to the Marina, without requiring any further evidence of receipt of the e-mail.
- 22.4 The Marina shall be deemed duly notified of the nautical berth contract termination by the user if the notice is delivered to the Marina's e-mail address intended for communications, with the Marina confirming the receipt, which shall not release the User from their obligation to cover the total costs of the Marina.





- 22.5 When establishing the grounds for terminating the contract, the Marina shall have the autonomy and discretion to assess the validity of the grounds, in which case the Marina has the right to move the vessel to another appropriate dry or wet berth at its own discretion, which does not necessarily have to be located within the area of the Marina.
- 22.6 The Marina shall acquire the retention right over the vessel and the right of lien on the vessel and equipment for all outstanding claims on the grounds of the services provided, measures taken at the cost of the permanent berth user, claims on the grounds of damage compensation as well all other claims arising from these General Terms and Conditions and the applicable Regulations on Port Order of the Marina.
- 22.7 The Berth User agrees that the Marina may without further questions and approval in the aforementioned cases execute its right of lien and the right of vessel retention.
- 22.8 The Marina may, based on its personal assessment, decide to place the vessel on land within or outside the area of the Marina for the protection of its claims. The Berth User shall bear all new costs.

#### **IV TRANSIT BERTH**

##### **Contract on the Use of a Transit Berth**

###### **Article 23**

- 23.1 The subject matter of the Contract on the Use of a Transit Berth is the service of using a transit berth in the Marina. The Contract on the Use of a Transit Berth is a short-term contract concluded for a minimum period of one (1) day and a maximum period of 3 months. The term is defined in the number of days the vessel is actually on berth.
- 23.2 The service of using a transit berth shall be provided based on an informal contract which is considered concluded at the moment the vessel arrives to the Marina and is brought to a berth in the Marina, whereby the user of the transit berth accepts these General Terms and Conditions in their entirety without possibility for adjustments. The transit berth user shall be the person who is in possession of the vessel at the moment of using the transit berth.
- 23.3 The Marina shall determine the transit berth for each vessel in accordance with the Regulations on Port Order of the Marina and its berth plan and depending on the availability of transit berths at the moment of arrival of the vessel to the Marina, whereby a crew member of the Marina shall meet the vessel on its scheduled arrival to the Marina and assign a berth.
- 23.4 When the vessel arrives to the Marina and is brought to a berth, the vessel user shall submit to the Marina the navigation licence for the vessel (i.e. a corresponding document which allows sailing out).

##### **Obligations of the Marina**

###### **Article 24**

- 24.1 The Marina shall provide the berth for use to the Transit Berth User in accordance with the General Terms and Conditions, the contract, if concluded, the price list and the Regulations on Port Order of the Marina. The Marina shall not be required to provide the service of using a transit berth.
- 24.2 The Marina undertakes to provide for use to the Transit Berth User sanitary facilities and other infrastructure intended for users, properly maintained and with standard equipment.

##### **Obligations of the Transit Berth User**





## **Article 25**

### **25.1 The Berth User shall:**

- the transit berth user shall present the vessel's papers immediately after bringing the vessel to berth and go through credit card authorisation if they intend to stay for more than two nights.
- the Marina shall charge for the transit berth before and as a condition of sailing out and return the papers to the transit berth user.

### **25.2 Any oversight by the Berth User shall not be considered as an oversight of the Marina and the Marina shall not be required to correct the oversight of the Berth User and/or contact the Berth User.**

## **V FINAL PROVISIONS**

### **Governing law, jurisdiction and interpretation of the General Terms and Conditions**

## **Article 28**

### **28.1 Croatian law shall be the governing law for these General Terms and Conditions and the Contract. The Commercial Court in Split, Republic of Croatia, shall have exclusive jurisdiction in any dispute arising from and/or in connection with these General Terms and Conditions and/or the Contract and/or any relationship between the Marina and the Berth User.**

### **28.2 Should the berth user or the Marina bring a dispute before the court against the other party, each party shall notify the other party beforehand of the application to be submitted to the court within 30 days before bringing the dispute before the court. In case of failure to comply with this obligation before initiating the dispute, the court shall dismiss the action as premature.**

### **28.3 In case of any inconsistencies or discrepancies between the text of the General Terms and Conditions in Croatian and the various translations, the text of the General Terms and Conditions in Croatian shall prevail. The Marina shall not be held responsible for possible discrepancies between the General Terms and Conditions in Croatian and the various translations, as well as possible typographic errors.**

### **28.4 The section titles and article names are used only for easier navigation and shall have no influence on the interpretation of provisions of these General Terms and Conditions.**

### **28.5 Berth users as natural persons (consumers) confirm that:**

- a) they have taken note of the provisions of the General Terms and Conditions, as well as the copy of the text of the General Terms and Conditions itself, before signing the contract,
- b) they have sought the necessary expert consultation and received explanations from the Marina to achieve full understanding of the General Terms and Conditions and the contract itself,
- c) no one has in any way required of them to sign the contract,
- d) Solaris Marina does not have monopoly over the provision of berthing services in relation to the berth user mentioned herein,
- e) by paying the berth fee, a natural person as a berth user confirms to have carried out the foregoing.

The berth user therefore accepts with full understanding the content of the rights and obligations set out in the contract and the General Terms and Conditions of Solaris Marina.

## **Amendments to the General Terms and Conditions**



## **Article 29**

- 29.1 Unilateral amendments to the General Terms and Conditions are possible, which shall be published by the Marina on its official website.
- 29.2 Amendments to the General Terms and Conditions shall enter into force at the end of the 30-day period from the day they were published on the website of the Marina, and shall remain published on the website thereafter.
- 29.3 Upon the entry into force of the amended General Terms and Conditions, the old General Terms and Conditions shall cease to be applicable.

SOLARIS d.d. Šibenik  
Chairman of the Board  
Goran Zrilić