



GENERAL TERMS AND CONDITIONS

| | |
|--|-----------|
| GENERAL TERMS AND CONDITIONS | 3 |
| RENTAL OF BOATS AND ADDITIONAL EQUIPMENT AND OTHER SERVICES | 4 |
| 1. CHARTER SERVICE, BOAT RENTAL WITH OVERNIGHT SERVICE..... | 4 |
| 2. DAILY / MULTI-DAY BOAT RENTAL WITHOUT OVERNIGHT SERVICE..... | 4 |
| 3. PERSONALIZED TOURS..... | 4 |
| 4. TRANSFER SERVICE IN NAUTICAL..... | 4 |
| 5. BOAT EQUIPMENT..... | 4 |
| 6. OTHER BOAT RENTAL SERVICES AND PURPOSE OF USING BOATS BY THE USER..... | 4 |
| 7. OPTIONAL SERVICES, SERVICES ON REQUEST..... | 5 |
| 8. BOAT ENGINE FUEL / HEATING SYSTEM / DRINKING WATER SYSTEM AND BLACK WATER DRAINAGE SYSTEM FOR BOATS WITH INSTALLED LIQUID WATER SYSTEM AND BLACK TANK SYSTEM..... | 5 |
| 9. NAVIGATION AREA..... | 6 |
| PRICES | 7 |
| 1. PRICES - GENERAL PART..... | 7 |
| 2. PRICES - VESSEL RENTAL..... | 7 |
| 3. PRICES - CHARTER VESSEL RENTAL..... | 7 |
| 4. PRICES- NAUTICAL TRANSFERS..... | 8 |
| 5. PRICES - PERSONALIZED EXCURSION..... | 8 |
| 6. TRANSIT LOG..... | 8 |
| 7. MANDATORY SURCHARGES - THE COST OF THE USER..... | 9 |
| 8. BOAT MOORING FEES AT MARINAS AND CONCESSION BAYS, HARBOR TAXES AND OTHER FEES..... | 10 |
| 9. TICKETS FOR NATIONAL PARKS, NATURE PARKS AND THE LIKE..... | 10 |
| 10. TRANSFERS BY LAND, E-G- FROM THE AIRPORT, BUS STATION, PLACE OF RESIDENCE DURING VACATIONS AND THE LIKE..... | 10 |
| 11. CAR PARKING..... | 10 |
| 12. TERMS OF PAYMENT..... | 11 |
| OBLIGATIONS FOR THE SERVICE PROVIDER | 11 |
| 1. GENERAL PART..... | 11 |
| 2. TRIAL SAILING..... | 12 |
| OBLIGATIONS FOR THE USER | 13 |
| 1. GENERAL PART..... | 13 |
| 2. BEGINNING OF CONTRACTUAL RELATIONS..... | 14 |
| 3. DELIVERY OF INFORMATION ABOUT THE USER AND THE SKIPPER..... | 14 |
| 4. DELIVERY OF INFORMATION ABOUT THE PEOPLE WHO WILL BE ON THE BOAT..... | 15 |
| 5. RESTRICTIONS AND PROHIBITIONS TO WHICH THE USER AND THE SKIPPER AS A RESPONSIBLE PROFESSIONAL ARE BOUND..... | 15 |
| CANCELLATION POLICY | 21 |
| VESSEL TAKEOVER / CHECK-IN | 25 |
| 1. GENERAL PART..... | 25 |
| 2. WHEN IT IS NOT POSSIBLE OR WHEN THE BOAT / RESERVED SERVICE WILL NOT BE HANDED OVER TO THE USER..... | 26 |
| 3. SERVICE EXTENSION..... | 28 |
| RETURN OF THE VESSEL / CHECK OUT | 28 |



| | |
|---|-----------|
| DAMAGES ON VESSELS, EQUIPMENT AND INVENTORY, THEIR LOSS; COLLISIONS..... | 30 |
| 1. THE BASIS FOR DAMAGES AND ADDITIONAL COSTS BASED ON DAMAGES | 30 |
| 2. LIABILITY CLAIM | 32 |
| 3. RETURN OF THE SECURITY DEPOSIT | 36 |
| 4. DAMAGE DUE TO DEPRECIATION AND OTHER CAUSES | 37 |
| COMPLAINTS / RECLAMATIONS | 38 |
| PERSONAL DATA PROTECTION | 39 |
| ARBITRATION | 39 |
| VALIDITY OF ADVERTISED DOCUMENTS | 39 |



GENERAL TERMS AND CONDITIONS

Article 1

The provisions of this document were originally written in the Croatian Latin script and the document as such is the only authoritative document in case of any dispute between persons who are obliged to apply its provisions.

This document has been translated into English and is also available as such. It is possible that some expressions are inconsistently translated. All parties to the application of this document are obliged to immediately contact Križni vijak d.o.o. in case of any textual or conceptual ambiguities.

Article 2

Križni vijak d.o.o. za graditeljstvo, nautiku i turizam, Croatia, 23000 Zadar, Hrvatskih književnika 31, VAT No.: 11739222067 is a company providing the nautical services such as renting of vessels, equipment, gears transfers, organization of personalized excursions, etc. in accordance with the registered scope of operations. Hereinafter called the „SERVICE PROVIDER“.

The SERVICE PROVIDER is obliged to apply this document.

Article 3

Natural or legal persons who independently pay the advance payment or the full amount of the service offered by the SERVICE PROVIDER or have 3rd parties such as intermediary agencies do it on their behalf, are hereinafter referred to as "USER".

The USER is obliged to apply this document.

Article 4

By making the first payment, the USER confirms that he has chosen a specific service of the SERVICE PROVIDER.

The SERVICE PROVIDER concludes a contract with the USER in accordance with the service reserved by the USER through the payment made.

This document is an integral part of the contract by which the SERVICE PROVIDER and the USER accept all rights and obligations from this document and are obliged to apply it.

Everything that is unclear to the USER must be resolved immediately, and at the latest when signing the contract.

The USER does not subsequently have the right to appeal based on ignorance of the legal regulations, provisions of items from the contract or this document, their technical and other clarity and the like.

The SERVICE PROVIDER and the USER are obliged to apply not only the provisions of this document and the contract, but also all other legal documents of the Republic of Croatia.

These documents become an integral part of the contract and contractual obligations.

Article 5

The USER selects the services of the SERVICE PROVIDER that are predetermined. Services are determined by content, duration, price and payment method.

At the written request of the USER, the SERVICE PROVIDER may personalize the offered standardized services and accordingly, if necessary, determine a new price and payment methods from those standardized solutions.

Article 6

By making a reservation and paying the 1st installment, the service is considered to have been contracted, and the procedure of familiarizing yourself with the details of the service, contractual and legal obligations begins.



RENTAL OF BOATS AND ADDITIONAL EQUIPMENT AND OTHER SERVICES

Article 7

1. CHARTER service, boat rental with overnight service

Renting a boat intended for leisure / vacation, exclusively with an overnight stay, with or without the service of a skipper, is a CHARTER service.

CHARTER service is subject to registration in connection with the collection of residence tax and the USER must submit a Crew list - a record of registration of the list of crew and passengers on vessels..

2. Daily / multi-day boat rental without overnight service

Daily / multi-day boat rental without overnight service with or without skipper service, where the boat must return to the home port every day, is a boat rental.

This type of rental is not subject to the calculation of residence tax.

3. Personalized tours

Personalized excursions are daily boat rentals with a skipper with a pre-defined sailing area.

The navigation area can be one of the typical suggestions of the SERVICE PROVIDER or personalized according to the USER's wishes.

4. Transfer service in nautical

Transfer service is the rental of a boat with a skipper for a pre-defined sailing area from one destination to another.

5. Boat equipment

Boat equipment consists of:

1. the mandatory part that is not charged additionally and is in accordance with the registration and purpose of the boat and related to navigation, anchoring and mooring, safety of people on the boat,
2. additional equipment according to the USER's wish, which is charged additionally according to the SERVICE PROVIDER's price list.

The USER must order the additional equipment immediately after booking the boat in order to carry out preparations for its delivery and installation on the boat.

USERS ARE FORBIDDEN to bring their own additional equipment to the boat because it may endanger the boat and the safety of persons due to inadequate preparation for fixing that equipment during navigation. This is, for example, all inflatable equipment such as SUP boards, auxiliary inflatables, but also other types of equipment that can be towed by a boat, such as skis.

The ban can be mitigated only by a written decision of the SERVICE PROVIDER, who together with the USER will take measures to ensure that the equipment does not endanger safety.

6. Other boat rental services and purpose of using boats by the USER

Other rental services where the boat is used for team building, organized parties and similar applications and boat rental for SCUBA diving, fishing for fish and other marine organisms, towing of other boats, towing of any equipment not rented together with by boat, IT IS FORBIDDEN.



7. Optional services, services on request

Optional services are services that are not listed in the price list for a typical offer for a particular service and it is necessary to order them individually in the course of booking a particular service.

These are for example:

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| 1. a skipper and the food and drink provided for the skipper | 4. additional bedding |
| 2. inflatable boat | 5. bath towels |
| 3. inflatable boat outboard motor, | 6. the rest |

These services are individually listed in the price list.

8. Boat engine fuel / heating system / drinking water system and black water drainage system for boats with installed liquid water system and black tank system

The boat is handed over with a full fuel tank for the propulsion engines, and if there is one on the boat, also with a full tank for the needs of the heating system, with a full tank of clean water and with an emptied fecal tank.

When returning the boat, it must have the same tank condition as when the boat was received.

To ensure that the fuel tank of the drive engine is filled correctly, the USER must present receipts from all gas stations where he refilled the tank during handover.

The capacity of the tank for the boat's drive motor and other dedicated tanks, if they are an integral part of the boat, the skipper / USER must check in the data of the boat he booked before renting, and at the latest before planning the trip.

Most often, the capacity of the tank for the boat's drive motor is not problematic when planning a trip, but the tank of clean water, which according to the manufacturer is always of small capacity. The availability of water during navigation is limited, so a problem may arise due to the lack of clean water.

The SERVICE PROVIDER instructs the USER to use separately purchased water for the consumption of drinking water, and not water from the clean water tank on the boat, which should be used only for personal hygiene. Plan drinking water in a capacity of 3 liters per person per day. This amount also includes the water used during meal preparation

- **The main propulsion engine of the vessel always uses gasoline (PETROL; EURO SUPER 95), not diesel. On none of the vessels is diesel fuel used.**
- Auxiliary engine, outboard engine for dinghy, SUZUKI 2.5, fuel is gasoline (PETROL; EURO SUPER 95).
- Auxiliary engine, outboard motor for dinghy, MERCURI 3.3, fuel is gasoline (PETROL; EURO SUPER 95) mixed with 1% two-stroke engine oil.
- The tank for the heating system uses diesel fuel (Euro diesel).

In the event that the boat does not return with full fuel tanks of the propulsion engine and the tank of the heating system and an empty fecal tank if such systems exist on the boat, this will be charged additionally in the amount of the actual costs and business costs of the SERVICE PROVIDER.

We recommend the USER to find out and check where the nearest gas stations are and their working hours. During the season, queues at gas stations can be long and you have to wait several hours for a place at the gas station, so you need to plan everything well in advance.



Article 8

The USER may not perform the activities described in the previous chapter, which are defined as prohibited, during the regular daily / multi-day boat rental with or without overnight service.

The implementation of actions that are prohibited represent a serious violation of contractual obligations, which is sanctioned by financial penalties, by the penalty of confiscation of the boat without the right to compensation for any direct or indirect damages that the USER may thereby suffer, up to misdemeanors and other legally defined offenses that are sanctioned by the legal system of the Republic of Croatia.

The prohibitions are related to legal restrictions for a particular type and registration of the boat, preparation of the boat for the additional use of additional services, and the safety of crew members and passengers.

The USER and the skipper are responsible for the implementation of these restrictions and prohibitions.

9. Navigation area

Article 9

The area of navigation depends on the registration of the vessel and amounts to 3 NM or up to 6 NM from the coast of the mainland or island.

Navigation is allowed only in the territorial sea of the Republic of Croatia.

During the voyage, it is certainly allowed to approach the shore, but it must also be approached for mooring and / or anchoring.

It is forbidden to sail parallel to the coast at distances of less than 150 m and fast sailing at distances from the coast of less than 300 m. Sailing speed up to 150m from the shore is limited to a maximum of 5 knots.

The SERVICE PROVIDER reserves the right to further limit the navigation area, either for personal or safety reasons, such as if the navigation conditions are unfavorable.

THE SERVICE PROVIDER permanently prohibits navigation after sunset and when the navigation conditions are unfavorable.

Article 10

Any non-compliance with the provisions of the navigation area is a gross violation of legal provisions, contractual provisions and reckless endangerment of people and property.

Penal provisions are defined for each of them. Penal provisions implemented by the SERVICE PROVIDER are financial penalties according to the SERVICE PROVIDER's price list, temporary or permanent ban on further sailing, whereby the USER is deprived of the vessel without his right to compensation for any of his financial or any other claims.

Penal provisions are borne by the USER.

Penal provisions from the law of the Republic of Croatia can be expanded to include, in addition to USERS and skippers.

THE SERVICE PROVIDER warns that during the summer months these provisions are often controlled by the maritime police of the Republic of Croatia.



PRICES

Article 11

1. Prices - general part

The prices of the services may be published on the notice board of the SERVICE PROVIDER, but also in other ways, such as publication on the Internet pages of the SERVICE PROVIDER, but also on various Internet pages of intermediaries and agencies that advertise the said services, daily and other publications and other announcements.

Service prices with their descriptions publicly published on the SERVICE PROVIDER's bulletin board is the only valid price list that is regularly edited and updated.

Prices are expressed in HRK and EUR, and after switching to EUR as the only payment currency, only in EUR.

Payment is made in EUR but also in HRK according to the selling rate of Zagrebačka banka on the day of payment until the end of the application of HRK.

The prices of services are shown with included tax in accordance with the laws in the Republic of Croatia.

THE SERVICE PROVIDER reserves the right to change the service price list, but also only individual unit prices, without prior notice to third parties..

2. Prices - vessel rental

Article 12

Charter rates refer to a daily rental without skipper.

The price includes VAT, transit log, a vessel with complete equipment for sailing, mooring and anchoring, safety equipment (life jackets, first aid kit, fire extinguisher, sound trumpet etc. according to the vessel's registration), adapted to daily rental requirements. More about the equipment of a vessel can be found in the section describing the vessel.

The price does not include: fuel costs, extraordinary cleaning in cases such as health problems and gross negligence, marine service charges and in general mooring in ports, concession bays outside the port, port taxes and other fees, mandatory fees, optional services on request, entrance tickets for nature parks and the like, car parking, health and travel insurance for persons on board, food, water and other beverages, hygiene and other supplies and consumables.

3. Prices - CHARTER vessel rental

Article 13

Charter price refers to a weekly rental without skipper.

The price includes VAT, final and regular cleaning of the vessel, transit log, WiFi 10GB, vessel with complete equipment for sailing, mooring and anchoring, safety equipment (life jackets, first aid kit, fire extinguisher, sound trumpet etc. in compliance with the vessel's registration), adapted to the requirements of daily/weekly rental. More about the equipment of a vessel can be found in the section describing the vessel.

The price does not include: fuel costs, extraordinary cleaning in cases such as health problems and gross negligence, service costs of marinas and generally moorings, concession bays outside the home port, port taxes and other fees, mandatory allowances, optional services at special request, tickets for nature parks and the like, car parks, health and travel insurance for persons on board, food, water and other beverages, hygiene and accessories, consumables.



Article 14

4. Prices- nautical transfers

Transfer rates refer to daily transfer with skipper service in one direction. The return of the vessel and skipper to the home port is the transfer price. The price is formed and adjusted upon request - a written inquiry for a transfer service, and depends on the number of persons, number of luggage per volume and weight, the time - the urgency of delivery, distance and the like.

Included in the price are fuel, final cleaning and cleaning of the vessel including garbage collection, VAT, transit log, vessel with complete equipment for navigation, mooring and anchoring, safety equipment (life jackets, first aid kit, fire extinguisher, sound trumpet etc. in accordance with the registration of the vessel), adapted to the requirements of the transfer.

More about the equipment of a vessel can be found in the section describing the vessel. The price does not include: extraordinary cleaning in cases such as health problems and gross negligence, service costs of marinas and generally mooring in ports, concession bays outside the port, harbor taxes and other fees in case that during the transfer must additionally wait and mandatory surcharge, optional services - on-demand services, parking assistance, health and travel insurance for persons on board, food, water and other beverages, hygienic and in-house supplies and consumables.

Article 15

5. Prices - personalized excursion

Personalized excursion rates refer to daily rental with skipper service. Return of the boat and skipper to the home port is included in the price.

The price is formed and adjusted upon request - a written request for a personalized excursion service depending on the number of persons, distance and the like. The luggage is limited by volume and weight.

Included in the price are fuel, final cleaning and cleaning of the boat including garbage collection, VAT, transit log, vessel with complete equipment for navigation, mooring and anchoring, safety equipment (life jackets, first aid kit, fire extinguisher, sound trumpet etc. in accordance with the registration of the vessel), adapted to the requirements of navigation. More about the equipment of a vessel can be found in the section describing the vessel.

The price does not include: extraordinary cleaning in cases such as health problems and gross negligence, service costs of marinas and generally mooring in ports, concession bays outside the port, harbor taxes and other fees in case that during the transfer must additionally wait and mandatory surcharge, optional services - on request at special request, tickets for nature parks and the like.

Article 16

6. Transit log

Transit logs are the cost of services such as basic cleaning of the boat, use of bed linen, small towels, gas, final boat inspection during check-out procedures, mooring at the marina base.



Article 17

7. Mandatory surcharges - the cost of the USER

1. Accommodation tax. The price depends on the legal regulations that apply to the current tourist season. It is paid in cash or credit card - Mastercard and Visa at check-in procedure. CHARTER service only.
2. Tranzit log. The cost of equipping the boat in accordance with the reserved service, cleaning the boat and if the boat has a gas system, gas refilling and other operating costs are all part of the price of the transit log. Extraordinary cleaning is additionally charged according to the SERVICE PROVIDER's price list in cases where, during the return of the boat, inappropriate pollution caused by health problems, gross negligence and the like is determined.
3. The USER shall pay separately to the SERVICE PROVIDER all additional ordered equipment, equipment of the boat and other services according to its service price list
4. Insurance deposit/ caution money
All vessels have full insurance.
Comprehensive boat insurance does not cover damage or loss of personal items and property brought onto the vessel, as well as damage done to the boat and equipment done with intent, negligence, ignorance, etc., to persons under the influence of alcohol, narcotics, opiates, and others.
The security deposit is handed over to the SERVICE PROVIDER before taking over the boat.
The security deposit is returned to the USER when the boat is returned, when it is determined that the boat and equipment have been returned in the condition in which it was handed over and in accordance with the list determined when the boat was handed over to the USER.
The deposit is given in cash or by debiting Mastercard or Visa credit cards.
The purpose of the deposit is to ensure payment:
 - o Possible destruction and damage to the boat,
 - o Possible destruction, damage or loss of equipment or inventory,which is determined after the return of the vessel. If the existence of an adverse event is determined, the amount of the adverse event is estimated and a charge is made from the amount of the security deposit.
The rest is returned to the client.
In case of impossibility of an on-site assessment, the security deposit is retained in full until the assessment by a third party or submitted bids.
In the event that the adverse event is greater than the security deposit, the security deposit is retained in full and the adverse event is compulsorily reported to the insurer, who further takes over this case.
In cases where a harmful event has an impact on the condition of the boat, the case is also reported to the harbor master's office, the maritime police and the like.
Then everyone ex officio implements further measures related to the harmful event.
According to the official obligation, the insurer will certainly charge the USER and the USER'S SKIPPER.
The USER submits the security deposit to the SERVICE PROVIDER even in the case where the USER has hired a skipper separately. If the USER hired a skipper from the SERVICE PROVIDER, then the security deposit cannot be used to cover costs incurred due to the skipper's carelessness, his misjudgment during the operation of the vessel and the use of the equipment.
The financial amount of the security deposit depends on the type and purpose of the vessel and is specified in the price list of the vessel.



8. Boat mooring fees at marinas and concession bays, harbor taxes and other fees

Article 18

For a vessel using the home port, there is no special additional charge.

Fees outside the home port are not included in the rental price.

The cost of a daily or multi-day mooring, whether or not overnight, depends on the marina or the micro-location of the concession bay, the services they provide and the period of the.

We recommend that when using the navigation, the USER informs in advance about the prices of these services.

The cost of the vessel stay in the home port is included in the price.

NOTE: Upon presentation of proof that the overnight stay was spent in a marina or concession bay on, for example, buoys, an additional discount or surprise gift will be granted as a reward for conscientiousness and attention to the safety of persons on board and the vessel.

9. Tickets for national parks, nature parks and the like

Article 19

Tickets are not included in the rental price of the vessel.

We recommend for the USER to inform himself in advance about the price of these services when planning a voyage. These services are cheaper if purchased over the Internet.

10. Transfers by land, e-g- from the airport, bus station, place of residence during vacations and the like

Article 20

Landline transfers are not included in the rental price of the vessel.

We recommend to the USER to inform himself in advance about the price and the availability of these services and to reserve the services accordingly.

This transfer can be arranged in such a way that the USER receives the appropriate vehicle and transports it to the port where the vessel he will take over the vessel. This service must be promptly requested to complete all preparations.

To arrange the transfer, it is necessary for the USER to submit the exact number of passengers and the quantity of luggage.

The transfer price will be one-way travel and the service will be charged in cash at a previously agreed price that will depend on the number of persons, peaces of luggage, time of transfer and the distance.

11. Car parking

Article 21

If the USER comes to the place of embarkation using his own vehicle, it is necessary to check the possibility of parking it for the entire duration of the rental.

It is possible to provide one parking space in the marina at the previous query. The price of parking depends on the marina price list.



12. Terms of payment

Article 22

The boat is booked after the written confirmation of the reservation, after which the payment is made towards the charge of the down payment, where the SWIFT and IBAN will indicate:

1. 50% of the price of the booked rental within 7 days after the written confirmation of the reservation,
2. 50% (100%) of the booked rental price within 4 weeks prior to the takeover of the vessel.

The vessel can only be taken over if the reservation amount has been paid in full.

If the first installment is not recorded on the account of the SERVICE PROVIDER by the stipulated deadline, and the same is not paid even after a written warning, the reservation will be cancelled.

For the USER, the said payments can also be made by an intermediary agency engaged by him.

By paying the 1st installment of the reservation, the USER confirms that he agrees with the reserved service.

The USER receives from the SERVICE PROVIDER business documentation related to the reserved service, which he must study and respond to the SERVICE PROVIDER's inquiries and submit the necessary data.

When making a reservation, all additional services that are desired must be clearly stated in writing so that they can be booked and prepared in a timely manner. Their billing is carried out according to the valid price list for the current year.

The final conclusion of the service is carried out during the check in procedure.

OBLIGATIONS FOR THE SERVICE PROVIDER

1. General part

Article 23

The SERVICE PROVIDER is obliged to prepare the reserved service for the USER in the reserved time.

If the subject of the service is the rental of a boat, equipment, etc., the SERVICE PROVIDER is obliged to hand over to the USER exactly the boat, equipment, etc. that is the subject of the reserved service.

Article 24

The SERVICE PROVIDER is obliged to regularly maintain vessels and equipment according to the equipment list / inventory list that is the subject of the service, to guarantee their technical correctness and good condition.

Article 25

The SERVICE PROVIDER is obliged to hand over to the USER the documentation that is related to the subject of the reserved service and is an integral part of the contract between the SERVICE PROVIDER and the USER

Article 26

The SERVICE PROVIDER is obliged to hand over the boat to the USER for use with equipment for navigation, anchoring and mooring, safety equipment and other equipment in accordance with the legal obligations according to the registration of the vessel and the number of people who will be on the boat.

The USER can also ask for additional equipment that the SERVICE PROVIDER will prepare for him in case it is available at the time of the ordered service.



Article 27

The SERVICE PROVIDER is obliged to instruct the USER or the person designated by him (skipper) in all technical details related to the subject of the service. For example, information about the boat, mandatory and additional equipment, weather forecast, local navigation information and the like, and documents that are an integral part of the contract.

This obligation implies that the USER is already an educated sailor and that the data is informative and exclusively related to the subject of the service.

The USER cannot expect the SERVICE PROVIDER to conduct training. If the USER needs training, it is necessary to order it from the SERVICE PROVIDER, arrange appointments and pay according to the price list.

The SERVICE PROVIDER is obliged to provide the USER with all other information about the vessel and the area of navigation requested by the USER, if this information is known and available to him.

Article 28

The SERVICE PROVIDER will prepare the boat based on the information about the people on the boat provided by the USER, but will also ensure a sufficient number and type of safety equipment.

The SERVICE PROVIDER undertakes to use the obtained data about the USER, the skipper and other persons on the boat exclusively in connection with the service purchased by the USER.

2. Trial sailing

Article 29

Trial sailing is carried out either at the request of the SERVICE PROVIDER or at the request of the USER.

The test sailing is used to check the condition of the boat and equipment and to check the nautical skills and knowledge of the skipper.

At the USER's request, a test sailing can be organized, but must be announced beforehand.

At the request of the SERVICE PROVIDER, the USER must accept a trial sailing, which is carried out before the USER's first sailing. During the test sailing, the skipper will prove whether he is qualified to independently manage the boat and use its equipment in a technically and nautically correct manner.

The results of the trial sailing may influence the decision:

1. USER for the replacement of the vessel or the elimination of defects that significantly affect the safety of navigation, the safety of persons and the boat.
2. SERVICE PROVIDER to prohibit sailing until the USER provides a skipper with adequate knowledge and skills in the field of nautical.

Article 30

The SERVICE PROVIDER has the right to request the verification of the knowledge and skills of the SKIPPER if during the event of the inspection of the vessel at the time of taking over the vessel he has doubts to his knowledge and skills that might jeopardize the passengers as well as the vessel.

The check is carried out immediately on the spot.

The cost of the inspection is borne by the USER, which is the fuel used and the time period spent on the inspection.

The cost of the SERVICE PROVIDER's representative will not be charged.

Upon the assessment of the SERVICE PROVIDER, it may include a check during the voyage, whereby the check-in from the port of departure is carried out. During this time, the USER has no right to claim any compensation from the SERVICE PROVIDER for the spent fuel and the time spent.



In the event that the USER'S SKIPPER is not, in the opinion of the SERVICE PROVIDER, an adequate person to operate the vessel, the SERVICE PROVIDER will prohibit the departure of the vessel from the marina. The USER remains on the boat, but must not sail out of the marina with the boat.

The USER can then propose another person for the skipper or accept the service of the skipper of the SERVICE PROVIDER which the USER will pay according to the price list of the service.

If the USER refuses the skipper assigned to him, he will be prohibited from sailing, the contract will be terminated and the amount paid for the reservation will be retained without the USER's right to compensation for any damage he may have.

In the event that the USER, despite the ban, sails out of the marina by boat, the act will be reported to the maritime police

OBLIGATIONS FOR THE USER

1. General part

Article 31

Before deciding on the selection and reservation of the service, the USER must familiarize himself with the content of the service and in case of ambiguities or the need for additional data and information, he should contact the SERVICE PROVIDER and ask him for clarifications and additional information, because subsequent appeals based on ambiguity, lack of information, insufficient amount of data and the like, will not be accepted as a basis for objections and appeals.

The USER who wants a boat rental service is obliged to:

1. By using information available online and in other ways, collect information about the service he is booking, and if it is about vessels/boats, carefully study and look at the manufacturer's instructions and reviews from independent sources in order to get to know the boat as well as possible.
2. The selection of the boat must be coordinated with the knowledge, skills and experience of the skipper and the navigation area and weather conditions that are expected at the time of realization of the reserved service.
3. Make a series of arrangements with all the people who will be on the boat and familiarize them with the boat, life on it and the sailing plan. Sailing should be adapted to all the people on the boat, and they should be familiar with each other's individual life habits and characteristics, ... and everything else that is necessary to make the days spent by all the people on the boat pleasant and carefree.
4. Familiarize yourself with the landscape and conditions at sea along the entire navigation route. Ensure the safety of people and the boat with the navigation plan. Pay special attention to planning where the boat will be moored during day breaks or overnight stays and always have spare places in case the planned place is taken or is not suitable at that moment due to weather conditions.

It is desirable to have the phone numbers of concessionaires of boat moorings or restaurant owners who have organized reception of boats ready for timely booking.

Plan an overnight stay only in designated ports and moorings. It is prohibited to spend the night in bays that do not have commercial moorings unless they are announced to the SERVICE PROVIDER during the check in procedure at the latest. Mooring of vessels in bays that do not have commercial moorings must be carried out with a minimum of two mooring ropes (chains). At least one in the direction of the bow and one in the direction of the stern. The SERVICE PROVIDER will provide the USER with information on whether the listed locations are safe according to the weather conditions and whether the seabed is suitable for anchoring..



The most common causes of damage and breakdowns on the vessel and injuries to vessel members are:

1. inadequately selected vessel according to the composition of persons on the vessel,
2. demanding navigation route,
3. unpreparedness for various weather conditions in the navigation area
4. selected vessel about which the skipper did not know enough or overestimated his capabilities
5. a skipper who does not have enough prior knowledge and experience
6. inadequately prepared quantity and composition of food, shoes and clothing

The USER must not rent the boat hastily but carefully and in consultation with his skipper.

In this way, sailing and staying on the boat will be rewarded with a multitude of only beautiful experiences and memories.

2. Beginning of contractual relations

Article 32

The service provided by the SERVICE PROVIDER is accepted by the USER on the day of delivery of the written confirmation of the reservation and payment, which can be percentage or full, depending on how the payment is accepted by both parties.

By confirming the reservation in writing and making the payment, the USER accepts the provisions of the service contract and all accompanying documents related to the service, which is an integral part of the contract, such as "General Terms and Conditions " and "A separate list of some general advice, warnings and prohibitions.

Confirmation of the reservation and payment of the selected service on behalf of and for the USER can also be done by an intermediary agency chosen by the USER.

The service contract between the SERVICE PROVIDER and the USER will be completed no later than during the check in procedure.

3. Delivery of information about the USER and the skipper

Article 33

The USER undertakes to provide accurate and complete information when reserving a boat or any other service:

1. full name and surname,
2. unique personal number from the identity card (OIB),
3. number of valid identification document, date of issue, date of its validity. An identity card or passport can be submitted as an identification document.
4. date of birth, place of birth, country of birth
5. address and place of current residence,
6. email address
7. telephone contact number
8. navigation license in accordance with the type and purpose of the reserved boat, which is recognized in the Republic of Croatia
9. If required by the type and registration of the reserved boat, the USER must also submit a certificate of qualification for working on a VHF radio station.

The USER who is not the skipper of the boat must submit all the above information about himself as well as for the other person who will be the skipper.

If the USER is unable to provide the data during the reservation, he is obliged to do so no later than 30 days before the check-in procedure.



During the check-in procedure, the USER must provide information about himself and the skipper in the original. If the requested data is not provided in the original, the SERVICE PROVIDER will not provide the USER with the reserved service and will terminate the contractual obligations. The USER has no right to a refund of the amount paid, nor any reimbursement of costs that will arise from the termination of the reserved service with the SERVICE PROVIDER.

4. Delivery of information about the people who will be on the boat

Article 34

The USER undertakes to provide information about the persons who will be on the boat when reserving the boat using the form provided by the SERVICE PROVIDER.

During the rental period, the USER may not arbitrarily board and disembark persons from the boat without the knowledge of the SERVICE PROVIDER and the correction of the list of persons on the boat. During the delivery of information about people on the boat to the SERVICE PROVIDER, the USER must indicate whether there will be one or more people with health problems on the boat, how many people are minors and their age, whether there will be pregnant women on the boat and other similar information about the crew/ passengers who could affect the safety of both those persons and the boat.

5. Restrictions and prohibitions to which the USER and the skipper as a responsible professional are bound

Article 35

The USER and the skipper as a professional person have a multitude of legal and other obligations and restrictions that they must consistently implement during the service for the sake of general safety. The safety of people and the boat, not only the one that is rented, but also everything around it.

Only part of those obligations and restrictions are given here in the form of reminders for which the USER and the skipper undertake to implement and bear full responsibility for them:

1. the boat will be managed exclusively by a person, hereinafter referred to as: USER'S SKIPPER, who has valid documentation for this - navigation permit according to the type of boat being rented, which is recognized in the Republic of Croatia.

The USER will provide personal data and documentation (passport or personal identification document, sailing license and, if necessary, qualification to work with a VHF radio station) about the USER'S SKIPPER in the original for inspection before receiving the boat.

The USER has the obligation to acquaint the USER'S SKIPPER with all rights and obligations from the contract.

2. USER'S SKIPPER is a person who, in addition to documentation, has the actual nautical knowledge necessary for the management and navigation of the rented boat, for which the USER is responsible, but also the USER'S SKIPPER who has accepted this obligation.
3. Before receiving the boat, the USER'S SKIPPER must be educated and familiarized with the legal regulations of the host country, the USER's contractual obligations towards the SERVICE PROVIDER, the rules and restrictions of the SERVICE PROVIDER and respect and consistently implement them all.
4. The USER and the USER'S SKIPPER are responsible for the safety of persons and the boat, but also of all other persons, boats, port installations and other things.
5. Crew list of people on the boat:
 - a. The USER delivers to the SERVICE PROVIDER during the reservation and collection of the vessel



- b. The list consists of personal data of persons who will be on the boat during the service.
 - c. In addition to personal data such as name and surname, date of birth, address and place of residence, the USER **MUST SUBMIT** additional data if the person is a minor or a minor, if he requires special care, if he is under medical supervision, if he is pregnant, etc.
 - d. The list must be in full accordance with the real persons who will be staying on the vessel for the entire duration of the service
 - e. The USER and the USER'S SKIPPER will immediately and without delay inform the SERVICE PROVIDER about any changes to the list of people on the boat if it occurs during the service
 - f. Only those persons listed on the crew list may be on the boat
 - g. There must not be more people on the boat than the number provided by the boat's navigation permit
6. The crew list of people on the boat must be accepted in writing by the SERVICE PROVIDER. In case it is not accepted, the USER must correct the list.
7. The SERVICE PROVIDER will refuse to hand over the boat to the USER or will take it away from the USER during the rental in the event that the crew list of people on the boat:
- a. Not be delivered and certified by the USER
 - b. It shall not be corrected at the request of the SERVICE PROVIDER, which may be made for the specified larger number of persons, than if the SERVICE PROVIDER prescribes this with the service it provides or does not correspond to the registration of the boat
 - c. During the voyage, the SERVICE PROVIDER will be notified that there has been a change of persons on the boat, and that the USER has not informed the SERVICE PROVIDER about this and submitted a proposal for a new list.
- In that case, the USER cannot claim a refund of the money paid, nor is he entitled to any compensation for any costs that may be caused to the USER..
8. The arrival and stay of pets (dogs, cats, birds, hamsters, reptiles, snakes, ...) on the boat is prohibited
9. The USER will keep the crew list of people on the boat as well as the confirmation of residence registration together with all other ship documents in the ship's register for the duration of the rental service with accommodation and which will always be available for inspection and control by authorized persons.
- Protect the ship's documentation from damage, loss and misappropriation by third parties.
10. The object of the service (boat, equipment, etc.) will not be subleased or in any other way transferred to third parties.
11. will not use the boat (**it is expressly prohibited**) for purposes for which the boat is not registered, is not the subject of the service, is not technically prepared by the SERVICE PROVIDER or for the specified events the USER does not have the written consent of the SERVICE PROVIDER, for example:
- a. commercialization of transportation of people and/or goods,
 - b. participation in competitions, events and public gatherings, whether they are organized or self-initiated
 - c. team building and other ways of organized or self-initiated parties
 - d. hunting fish and/or catching other marine organisms,
 - e. SCUBA diving and the implementation of underwater activities, regardless of whether they are carried out recreationally or for other purposes



- f. tug of other boats, tug of any equipment not rented together with the boat such as auxiliary dinghy, inflatable sports and leisure equipment or skis and other
12. will not sail parallel to the coast at distances less than 150 m, speeds greater than 5 knots and glide at distances less than 300 m from the shore, which are legally defined distances and during the summer months often controlled by the maritime police.
 13. Emptying the faecal reservoir shall be carried out on the open sea and never closer than 2 Nm from the coast.
 14. The SKIPPER OF THE USER shall not operate a vessel under the influence of alcohol, opiates, narcotics or any other substances which may affect decision-making and motorical abilities
 15. THE SKIPPER OF THE USER must, using his conduct and influence, ensure the appropriate conduct of all persons on board for the entire duration of the lease, both on and off the vessel
 16. Together with the SKIPPER before the start of navigation and renting, the USER shall make a plan of navigation which, in addition to regular data on the needs of passengers, will include all the necessary food and accessories, destination, mooring/anchoring plan, going to the mainland for sightseeing or dining, defining reserve destinations and activities in the event of worsening of weather conditions.
 17. The Adriatic coast on the side of the Republic of Croatia is very diverse, with many islands and bays and as such, there is no available food stores, places to supply clean water, petrol stations, not even doctors, firefighters, etc. The need for them must be marked by a navigation plan in order to determine which of the mentioned services are the nearest.

THE USER AND SKIPPER OF THE USER need to know about and take into account the current health needs of each person listed on the crew list, as well as about possible emergency health conditions that may occur during navigation. Sunstrokes, food poisoning, cuts, hits, ... are just some of the simpler cases. It is necessary to have all emergency numbers available on the vessel and the agreed protocol of the persons on board of what needs to be done in case of emergency situations.

18. Together with the SKIPPER and prior to departure, the USER shall arrange a check of all the items embarked on board in order to determine whether there's all the necessary on board, such as: suitable clothing and footwear, footwear intended for staying on the boat - with rubber soles, footwear for sea with the suitable protection against stabbing, for example, hedgehogs, footwear for nature, caps, sunglasses, personal medicines, food and sufficient quantity of drinking water, diving mask, review of the status of the vessel, bottom, anchors and the likes.

It is often forgotten that even at sea there are mosquitoes, wasps, hornets, bees, flies and the like, and that if someone is sensitive to their stings, he must consult his doctor and prepare certain protection, as well as medicines.

19. The USER, together with the USER'S SKIPPER, will check the weather forecast from at least two official service providers before each sailing, and at least twice a day, at least one of which is www.meteo.hr.
20. They will not leave safe moorings in case of announced deterioration of the weather or conditions that are not suitable for the boat that is the subject of the rental.

And in case they are not at a safe mooring, immediately head to the nearest one with prior reservation.



21. They will not set sail in the event that the port authorities and other persons ex officio have issued a sailing ban.
22. The USER'S SKIPPER will sail exclusively during daylight hours, and in no case will he sail at night, i.e. after the astronomical time of sunset. Sailing after that time IS PROHIBITED. Take care that the measure of sunset is not subjective visibility. For this reason, it is necessary to properly plan sailing and activities at sea and adhere to the plan to ensure that the vessel is always safely moored on time - anchored after the astronomical time of sunset.
23. The sailing plan must be designed in such a way that 24 hours before the return of the vessel to the home port, the vessel is no more than 15 NM away from the home port. The SERVICE PROVIDER's recommendation is to bring the vessel to the home port the night before handing over the vessel, so that the USER can rest for the upcoming return, and spend time and in peace preparing everything for handing over the boat to the SERVICE PROVIDER.

Take all brought personal and foreign luggage from the boat, sort and take away garbage, arrange the boat's equipment according to the inventory list, clean the vessel, dispose of the ship's tanks in accordance with their purpose and other.
24. The USER is obliged to ensure that during the propulsion unit performance he will allow it to reach the operating temperature before loading, that he will not sail under full throttle except in the engaging process, that during navigation he will take care that the engine is running at the speed which is not higher than 5,400 rpm.

The most ideal number of revolutions is up to 4,900 rpm to 5,300 rpm, which again depend on the state of the sea and the weight of the load.

This not only protects the engine, but the fuel consumption will be less than 40% to 230%, which is not negligible.
25. THE USER is obliged to carefully monitor the propulsion system instruments during the propulsion unit performance and discontinue further navigation for each warning. He shall be fully responsible for starting the engine, as well as for audible and/or warning lights and starting the engine that runs out of engine oil or be damaged during navigation.
26. The USER undertakes to be careful not to damage or puncture during the use of compressed air equipment (dinghy as an auxiliary vessel; SUP boards, ...). This most often happens when sailing with them along the shore, in the shallows or while pulling equipment on the rocks.

This is gross negligence and is not covered by the insurance, and the resulting damage will be charged to the USER in the amount of the value of a new same or similar product.
27. THE USER is obliged to use the auxiliary motor in the most careful way, especially during its installation and removal from the inflatable boat and to apply a safety rope to prevent the engine from falling into the sea. This is gross negligence and is not covered by the insurance, and the resulting damage will be charged to the USER in the amount of the value of a new same or similar product.
28. The USER / skipper is obliged to operate the vessel with special care of a good seafarer, respecting all maritime rules and laws of the country in which they sail.
29. The USER undertakes to leave the protected port only if good maritime customs and weather permit
30. The USER undertakes to leave the precarious anchorage or mooring if such existing weather conditions or weather forecast so provide.



31. The USER undertakes to be vigilant while the vessel is anchored or moored and to take all necessary measures to ensure the safety of the vessel and its occupants under all conditions.
32. The USER and the USER'S SKIPPER undertake that in the event of leaving the boat, they will leave the boat moored exclusively in marinas, on commercial boat moorings or on buoys. When mooring to commercial moorings and buoys, the USER'S SKIPPER is obliged to check whether the boat's mooring conditions are in accordance with the weather forecast.
33. THE USER undertakes to immediately inform the SERVICE PROVIDER and the National Center for Search and Rescue at Sea if the health and life of persons on board is endangered in any way or when the vessel is damaged- the state of the damaged vessel (stranding, penetration of water, permanent drive damage, etc.).
34. THE USER undertakes to immediately notify the SERVICE PROVIDER when the loss, damage or malfunction of certain equipment of the vessel is jeopardizing the health and life of persons on board and the safety of further navigation.
35. THE USER undertakes to provide the position of the vessel during the notification, by indicating the geographical position of the vessel.
36. THE USER undertakes to carry out all the instructions given by the representative of the SERVICE PROVIDER, the officials of the National Center for Search and Rescue at Sea or the maritime police during the event.
37. THE USER AND THE SKIPPER are obliged to implement all the necessary measures to ensure the protection of the health and life of the crew and to avoid loss of or damage to the vessel.

If the harmful event occurs, they both are obliged to contribute to the reduction of harmful events.
38. In the case of an event during which it was necessary to call other rescue services as well (SeaHelp, EMERGENCY SEA et.), , all the actions such as refueling, towing, delivery of propulsion fuel and the like shall be paid and agreed upon with the rescue services since they are not included in the rental price and insurance. That is, the obligation of the SERVICE PROVIDER
39. THE USER shall record as soon as possible the course of the unforeseen events that have caused damage to the health and life of the crew as well as damage or loss of the vessel, to submit a marine accident report to the nearest port authority and seek certification from the harbour master, the doctor and other participants of the event. Due to his non-fulfillment of this obligation, the USER shall instantly and without question refund all the costs to the SERVICE PROVIDER.
40. THE USER alone is responsible for possible pollution of the marine environment during refuelling, as well as for all the penalties which could arise by this act.
41. THE USER alone is responsible for the pollution of the sea and the land during the inadequate sorting and disposal of waste outside designated places, as well as for all the penalties which could arise by this act.



42. THE USER undertakes to take all and exclusive responsibility as well as to pay all the costs and losses incurred to the SERVICE PROVIDER in the event of seizure of the vessel and/or the imposition of any measures by the official of the state and other services arising out of unlawful, illegal, inappropriate actions such as commercial fishing, shellfishing and catch of other marine species, seabed debris, devastation and extraction of artifacts, unauthorized diving and diving within prohibited zones, transport of illegal passengers, whether commercial or not (persons not listed on the crew list), pollution of any kind and the likes.
43. THE USER will immediately file a written and verbatim report, including a copy of the police report to THE SERVICE PROVIDER and the official person of the competent state services (police, maritime police, harbour master's office, etc.) on the occurred event in case of:
- the disappearance of the vessel or any part of the vessel's equipment
 - the disappearance of the equipment which was additionally included in the service such as an inflatable boat, auxiliary engine, and the like.
 - seizure of the vessel by third parties
 - seizure of the vessel or prohibition of navigation by state services
 - prohibition of navigation by third parties etc.
44. The USER agrees that the service contract is terminated immediately when it is established that any person on board is not acting in accordance with the applicable laws and regulations of the Republic of Croatia. At the same time, the vessel will then be made freely available to the SERVICE PROVIDER without any right to any form of compensation. During the takeover of the vessel, a check out procedure will be carried out to determine the condition of the vessel, equipment and the like.
45. THE USER agrees to assume all the responsibility and to compensate for any costs of any kind, material and non-material to the SERVICE PROVIDER, which are established to be caused by actions, omissions and gross negligence by the USER (and all crew members or passengers) for which the SERVICE PROVIDER is materially, or criminally liable to the third party. USER'S LIABILITY for all offenses committed by him or any member of the crew or any passenger during the use of the service shall not be terminated by the termination of the service until the conclusion of the case which may be concluded by the court.
46. THE USER agrees to assume all the responsibility and to compensate for all costs of any kind and to assume all criminal liability for acts performed differently than those mentioned herein, as well as any other that endangers the health and the lives of the crew/passengers on vessel and the state of the vessel in lease.



CANCELLATION POLICY

Article 36

There are various possible reasons that affect that the USER or SERVICE PROVIDER must cancel the reservation. Upon the occurrence of the event, the party to which the event occurred is obliged to immediately inform the other party in writing and agree with it on the next steps. Check-in time is very important because it affects:

1. percentage amount of refund of the amount paid to the USER
2. preparation and elimination of harmful consequences that caused the cancellation of the service

The time and date of the submitted written notice are also the basis for calculating the costs of cancellation and the basis in case of dispute.

Article 37

The USER has the right to:

1. give up the service
2. give up the service, but transfer it to another user nominated by him and who will assume all his rights and obligations from the service. Valid only with the prior written consent of the SERVICE PROVIDER.
3. change the term of use of the service
4. for a refund of the amount paid, regardless of the reason for cancellation, but subject to the restrictions and conditions defined in these General Terms and Conditions of the SERVICE PROVIDER

Article 38

1. Any change begins with the submission of a written request / information.
2. Any change in the agreed service by the USER is subject to the collection of operating costs of the SERVICE PROVIDER, which depend on the required change and the time of submission of the request.
3. Operating costs may be related to the non-delivery of the vessel, but also to the costs of mooring the vessel, the costs of the skipper and the costs of additional services if they are reserved.
4. The time of the request is calculated in relation to the number of days between the day when the request for change was submitted and the day of the agreed start of the service.
5. Collection of additional operating costs that depend on the number of days can be in the amount of 0.0% to 100.0% of the financial amount of the entire service. For example:
 - a. replacement of the agreed term, which was submitted within 7 days from the day of taking over the service, is not only a financial replacement, because in addition to the service, a cost of 100.0% of the service amount will be charged. So, such a request is in reality a new lease, and thus a new financial amount.
 - b. if the request for replacement is submitted more than 56 days from the date of taking over the service, the cost price is in the amount of 0.0% and the USER is not charged costs.
6. The USER who does not submit a written request / information, and does not take over the service at the scheduled time, will be charged 100% of the total price of the service. In this case, the USER has no right to subsequently take over the service in the agreed period or in any other period, nor to request a refund of the amount paid in any amount.
7. THE SERVICE PROVIDER may dispose of the term of service which the USER has not taken over according to his will and needs without asking the permission of the USER or that the USER is entitled to financial or any other fees.



Article 39

The USER may, for objective reasons, be prevented from taking over the service at the agreed time.

The objective reasons of the USER are for example: accidents with severe bodily injury, death in the immediate family, acute illness with the need for urgent medical care with hospital treatment, pregnancy disorders, closing of borders, military exercise, and the like.

In order not to take over the service in the agreed time due to objective reasons, the USER must submit:

- a. his statement describing the reasons and events that preceded it
- b. written evidence - documentation written by official authorized persons and institutions.

It must be clearly visible from the official documentation that the reason for non-arrival and non-acceptance of the reserved service was objective, previously unforeseeable, non-postponable and justified.

The USER who does not submit the official documentation or it cannot be clearly established from it that the reason was objective, previously unpredictable, urgent and justified, will be charged the operating costs in full.

A USER who for objective reasons could not use the service will be allowed to:

- a. use of the service in another term of the same or the following tourist year proposed by the SERVICE PROVIDER. The USER has the right to refuse the proposed term, but a maximum of three times after which he will be granted a refund of the amount paid less operating costs.
- b. refund of the contracted amount in an amount that may not exceed the amount paid less operating costs.

Article 40

SERVICE PROVIDER excludes any liability that may occur by non-fulfillment of obligations to the USER that occur in case such as war events, terrorist acts, vandalism, accidents and other incidents that may disable the vessel, strikes, natural disasters, including weather conditions unusual for certain seasons, sanitary disturbances, interventions of security and other state services, seizure of vessels, mobilization of vessels and the like.

The SERVICE PROVIDER will also, if it is able to organize and offer the USER a replacement service.

In the case of a boat rental service, the same or a replacement vessel with similar characteristics or a rental in another time period of the same tourist year proposed by the SERVICE PROVIDER will be offered.

Bid terms can only be terms that have the same price. Other dates will be calculated in accordance with the price list of services. If dates are busy, dates will be offered in the next tourist year.

The USER has the right to refuse the proposed replacement services or new service takeover dates.

A USER who refuses a replacement service will be granted a refund of the amount paid.

The USER who rejects the offered new dates of taking over the service, the maximum offered three dates, will be granted a refund of the amount paid.

The USER has no right to claim any fees or costs that may be caused by the non-delivery of the service.

Article 41

During the previous reservation / use of the service by a third user, it may happen that the vessel is damaged or some part of the equipment or inventory is damaged, defective or lost.

The SERVICE PROVIDER undertakes to initiate the process of bringing it to its original state upon learning of the event.

It may happen that until the delivery of the service to the next user, it was not possible to obtain or repair all the observed defects or the supplied parts and equipment are not of the same type per set.

The USER may not cancel the service or request a price reduction, in these cases if they all have in common that they do not affect the safety of navigation.



Article 42

The USER is suggested and advised to take out insurance.

THE SERVICE PROVIDER does not offer an insurance service and the USER must contract it separately with a third party.

The USER contracts insurance according to his needs for all cases such as:

1. insurance of paid amounts of the service in case of collection of operating costs incurred when the service is not taken over at the agreed time,
2. insurance of paid amounts in case of collection of operating costs incurred after the request for change of the date of taking over the service
3. insurance of a security deposit, which is handed over to the SERVICE PROVIDER no later than during the check in procedure
4. USER skipper insurance
5. insurance in case of additional costs such as additional overnight stays, stay, transport, etc.:
 - a. due to the inability to take over the service
 - b. in the event of an accident
 - c. bad weather
 - d. closing borders
 - e. other
6. health insurance,
7. insuring the loss or damage of some of its valuable equipment and the like.

Article 43

The start and duration of the service can be changed only in agreement with the SERVICE PROVIDER and in accordance with its available capabilities.

In the event of a change in the period of use of the service determined by the previous booking confirmation, the SERVICE PROVIDER is obliged to issue a new booking confirmation (Booking Confirmation). Payments made and related to the previous booking confirmation will be transferred to the new booking confirmation.

Depending on the time of the request and the realization of the change of the term of service, it will be carried out with the payment of the regular price and additional collection of operating costs in the amounts as follows:

1. 0% of the total price of the service if the request for change was submitted more than 56 days before the start of the service
2. 15% of the total price of the service if the request for change is submitted in the period from 29 to 56 days before the start of the service
3. 40% of the total price of the service if the request for change is submitted within 8 to 28 days before the start of the service
4. 70% of the total price of the service if the request for change is submitted less than 7 days before the start of the service.

The USER is advised to take out an insurance policy.



Article 44

Collection of operating costs in case of non-acceptance of the service by the USER depending on the number of days. The number of days is calculated from the date of receipt of the notification / information until the day of taking over the service

| | Notification of non-acceptance of the service received: | The USER has offered another client / guest who will take over all his obligations: | he SERVICE PROVIDER has found another client / guest: * | No other client was found until the service was downloaded: | In case of objective reasons: |
|---|---|---|---|---|--|
| 1 | From 0 (zero) to 7 (seven) days from the agreed start of the service. | 15 % of the total price of the service | 30 % of the total price of the service | 100 % of the total price of the service ** | 50 % of the total price of the service |
| 2 | From 8 (eight) days from the agreed start of the service to 35 (thirty five) days. | 10 % of the total price of the service | 20 % of the total price of the service | 50 % of the total price of the service | 25 % of the total price of the service |
| 3 | From 36 (thirty-six) days from the agreed start of the service to 56 (fifty-six) day. | 0 % of the total price of the service | 0 % of the total price of the service | 10 % of the total price of the service | 0 % of the total price of the service |
| 4 | More than 56 (fifty) days from the agreed start of the service | 0 % of the total price of the service | 0 % of the total price of the service | 0 % of the total price of the service | 0 % of the total price of the service |

* - The USER must give consent to the SERVICE PROVIDER to re-advertise the service which he cannot use.

** - 100% of the total price of the service will be charged to the USER who did not submit any notification and did not take over the service within the agreed time.

The stated amounts refer only to operating costs related to the boat rental service.
Operating costs associated with additional services are charged separately in full.



VESSEL TAKEOVER / CHECK-IN

1. General part

Article 45

1. Boat pick-up for weekly rental is on Saturdays after 15:00 (for CHARTER).
2. Pick-up for daily and multi-day charter is after 09:30.
3. The stated times for taking over the vessel can be changed by the SERVICE PROVIDER in the following manner:
 - a. That the time is extended, and the cause of this is unforeseen reasons such as unfavorable weather conditions, damage and other defects on the boats that were returned by the previous renters, etc.
 - b. That the time is shortened, and the reason for this is that the boat was prepared earlier, and usually this is when there is a free appointment before the booked appointment.
4. In the process of taking over the boat, the USER undertakes to provide the representative of the SERVICE PROVIDER with the original documentation for inspection in order to verify the authenticity of the data:
 - a. passport / identity card,
 - b. navigation license of the person who will operate the vessel - the skipper of the USER,
 - c. license for use with a VHF radio station,
 - d. a certified original Crew list with all details of the persons who will be on board the vessel at all times.
5. USER and SERVICE PROVIDER when taking over the boat:
 - a. inspect the boat and the inventory list - list of equipment. At the end of the inspection, the USER confirms the authenticity of the condition of the vessel and equipment and the inventory list with his signature
 - b. payment is made:
 - i. other additional services reserved by the USER
 - ii. transit log: basic cleaning, gas and other
 - iii. accommodation tax
 - iv. security deposit
 - c. certify the mutual agreement on the implementation of the service ordered by the USER. By signing the contract, they confirm and accept all statements from the contract, these „General Terms and Conditions“ and „A separate list of some general advice, warnings and prohibitions“.
6. The vessel is handed over with a full tank of fuel, and if there are other systems on the boat, then with a full tank of clean water, an emptied fecal tank, a filled fuel tank of the heating system. Boats must be returned with the same tank condition.

Note: Proof of a correctly filled fuel tank is provided by presenting receipts from all gas stations where additional tank filling was performed during the rental period.
7. The clean water tank contains water from the public water supply network. This water is intended for washing and personal hygiene. The USER must independently provide sufficient water for drinking and food preparation.
8. Condition of the taken over vessel as a whole, equipment, devices and inventory and condition of all tanks. The USER is obliged to inspect everything himself, and to physically check the engine, equipment and instruments, for example by turning it on.

Subsequent complaints will not be accepted if the signature during the takeover determines the stability and correctness of the vessel, devices, equipment and inventory.



9. THE SERVICE PROVIDER may ask the USER to demonstrate his knowledge and skills to the representative of the SERVICE PROVIDER and give him an order to set off on a test drive together. If it is concluded that the USER does not have sufficient knowledge and / or ability to operate the vessel, the SERVICE PROVIDER will appoint and appoint an official skipper of the SERVICE PROVIDER with a surcharge according to the valid price list.
See the section "Trial sailing".
10. THE SERVICE PROVIDER, after successful inspection of the vessel with the USER, hands over to the USER the ship's folder in which the complete documentation of the vessel is located:
 - a. vessel's navigation license,
 - b. concession license for VHF radio station,
 - c. vessel insurance
 - d. emergency telephone numbers
 - e. weather forecast and the like.
11. The USER is obliged to pay special attention to the preservation of ship documentation until the end of the charter, and give them to officials such as the maritime police, the Harbor Master's Office and the like.
12. The USER will be charged for any loss or damage to the ship's documentation.
13. In the event that the SERVICE PROVIDER is fined for the lack of documentation on the vessel, the SERVICE PROVIDER will charge the USER and collect the amount of the penalty from the deposit plus the operating costs.

2. When it is not possible or when the boat / reserved service will not be handed over to the USER

Article 46

In the event that the SERVICE PROVIDER cannot deliver the reserved item to the USER

1. A boat with equipment and inventory,
2. Additional equipment
3. Other services

generally reserved service, due to its technical malfunction, breakdown of the boat, theft of equipment and the like or it cannot be handed over to the USER at the agreed location, the SERVICE PROVIDER is obliged to offer the USER alternative services and/or locations.

For the boat, this means that the replacement boat is similar in dimensions, equipment and inventory.

For equipment, this means that replacement equipment is of similar purpose.

The SERVICE PROVIDER and the USER have 24 hours to agree on a replacement.

In the event that the USER decides to wait for a replacement service beyond the 24-hour period, the SERVICE PROVIDER will bear the cost of accommodation for the number of days the boarding was delayed.

When the USER agrees to a replacement boat, that is, the reserved service, he has no right to other compensation and/or refund of part or all of the paid amount of the reserved service.

In the event that the SERVICE PROVIDER is unable to hand over the reserved boat, equipment, or reserved service to the USER, or no agreement has been reached with the USER regarding a replacement boat, equipment, or reserved service, the reserved service will be automatically terminated. The SERVICE PROVIDER has the obligation to return to the USER the amount paid by the USER for the reserved service. The USER is not entitled to any additional financial or other compensations other than those paid to the SERVICE PROVIDER based on the termination of the reserved service.



Article 47

The SERVICE PROVIDER may refuse to hand over the boat (cancel reserved service) if:

1. the fee has not been fully paid
2. the security deposit, transit log, residence tax and/or additional equipment previously reserved and delivered to the boat have not been paid in full
3. necessary documents are missing or insufficient (no license or a license not valid for the chartered craft, etc.)
4. USER and USER SKIPPER documents are not original
5. the submitted list with the list of persons on board (crew list) does not correspond to the actual situation
6. during the process of check-in or during a trial trip it turns out that the Skipper does not have the required qualification for this job. In the latter case or if there are licensing problems, the journey may be started with another Skipper, expenses paid by the USER.

Article 48

The SERVICE PROVIDER may prohibit the USER from sailing if:

1. weather conditions are unfavorable for navigation
2. does not have a previously reserved and safe mooring for the boat
3. the time of departure is close to the astronomical time of sunset
4. the person driving the boat does not have a valid license to operate the boat, while the USER stays on the boat in the home port

Article 49

The USER may refuse to take over the service related to boats if the safety requirements do not meet the rules and standards of the Republic of Croatia, if there is damage to the hull, rudder and deck to the extent that the safety of the boat and the people on board is endangered.

In that case, the provisions of these General Terms and Conditions shall apply as agreed by the contracting parties.

Article 50

Defects, incorrect readings of instruments and other deficiencies of the boat, equipment and instruments are not a reason for the USER to refuse to take over the boat / service, to stop sailing or to file a claim for compensation - provided that with classic navigation methods it is possible to continue sailing and that the safety of the boat and the people on board the boat is not endangered.

In that case, the USER has no right to compensation and/or refund of part or the entire amount paid.

Article 51

The SERVICE PROVIDER is obliged to inform the USER immediately as soon as he receives information that the reserved service cannot be performed at the agreed time. The USER is then obliged to inform about the available replacement services in the reserved time.

The USER is obliged to immediately inform the SERVICE PROVIDER as soon as he receives information that he cannot take over the reserved service in the reserved time.

In this case, both parties can agree to terminate the reserved service before the reserved time.

Article 52

In the event that the USER, without prior notice, does not appear in the reserved time or in the next 24 hours, the SERVICE PROVIDER is authorized to unilaterally cancel the reserved time, and the USER has no right to a refund of the paid reservation or to any other compensation claims against the SERVICE PROVIDER.



3. Service extension

Article 53

In the case that the USER wishes, for any reason, to extend the rental period, he/she must inform the SERVICE PROVIDER in written form in order to check the booking list and the availability of the vessel.

The SERVICE PROVIDER will file a written document to inform the USER about the possible extension of the lease. If there is a possibility for the extension of the lease, the SERVICE PROVIDER shall ensure all the necessary documentation (payment of additional accommodation, an extension of the crew list, registration of foreign nationals to the Ministry of Interior, registration to the tourist board ...).

RETURN OF THE VESSEL / CHECK OUT

Article 54

The USER undertakes that the vessel that has been taken over for charter for a period of 7 days or more, will be ready to carry out the check out procedure with the SERVICE PROVIDER by Saturday no later than 09:00 h.

The USER undertakes that the vessel that has been taken over for a daily charter for 1 day, will be ready to perform the check out procedure on the same day no later than 18:30.

The USER undertakes that the SERVICE PROVIDER will inform in writing about the date when he will be ready to carry out the check out procedure

Article 55

The check out procedure is performed at the same place as the check in procedure. As a rule, it is always the home port.

In the event of a change in the place of implementation of the check out procedure, the USER and the SERVICE PROVIDER must agree in advance in writing.

Article 56

The USER undertakes to release the vessel from personal and other items, equipment and the like that he has brought on board. Garbage must be removed from the vessel and deposited in designated places.

The vessel should be returned neatly, with a full tank of propellant (EURO SUPER 95), a full tank of water and an emptied faecal tank, if any, on board.

In case the vessel is not in the stated condition, the SERVICE PROVIDER will additionally charge for bringing the vessel in that condition according to the actual prices increased by the operating cost.

Article 57

The USER is obliged to immediately report all defects of the vessel, equipment and inventory or their loss.



Article 58

Vessel return is a procedure in which the SERVICE PROVIDER performs:

1. inspection of the condition of the vessel, surface and underwater part. Inspection of the underwater part is carried out in case of suspicion of possible damage. They are conducted by an official diver. The diver's service is charged according to the diver's price list plus business expenses. Payment is made from the security deposit.
2. inspection of inventory according to the inventory list with checking the operation of equipment and devices
3. checking the fuel level in the tanks. The USER is obliged to present the invoice for the last refueling. If the fuel tank is not full, the USER will be charged the amount of missing fuel increased by the operating cost.
4. checking the emptying of the faecal tank if it exists on the vessel. The USER is obliged to return the vessel with emptied fecal containers which he may empty on the high seas or the nearest 2NM from the shore. If the faecal tank is not empty, the USER is charged for emptying it, increased by the operating cost.
5. completeness and condition of ship documentation.

If the SERVICE PROVIDER notices irregularities, the USER will warn about it and wait for him to eliminate it. In the event that this is not possible or not possible in the short term, a collection will be made from the deposit according to the actual costs plus business expenses.

The USER who returns the vessel and equipment in a condition equal to the condition on the day of collection, will return the value of the deposit.

Article 59

THE SERVICE PROVIDER will especially reward the crews of the vessels who during the handover of the vessel can prove that they have spent their night at some official mooring such as marina or the concession cove, as in that way they showed a good attitude towards the crew and the vessel - safety, as well as the good attitude towards nature, because of disposing waste within the designated places.



DAMAGES ON VESSELS, EQUIPMENT AND INVENTORY, THEIR LOSS; COLLISIONS

Article 60

The chartered vessel is insured against third parties, fire, explosion, theft or robbery and damage caused by natural disasters, collisions in the marina and for loss or damage, except for loss, damage or malfunction as stated in these General Terms and Conditions.

The premium for compulsory and comprehensive insurance of a chartered boat is included in the rental price and is not charged separately..

1. The basis for damages and additional costs based on damages

Article 61

A. THE SERVICE PROVIDER has a basis for payment of the skipper of the USER and the USER:

1. costs of bringing the vessel completely in its original condition,
2. operating costs
3. additional and consequential costs not included in the first two items.

B. Cases subject to additional charge from the skipper of the USER and the USER:

1. the vessel is not ready to check out the procedure at the defined time,
2. the vessel for the check out procedure is not in the home port or in the port of departure
3. it is determined that there is a fine charged by the officials to the SERVICE PROVIDER due to a mistake or negligence of the USER during the lease,
4. the damage, loss or malfunction of the vessel, engine, equipment or inventory is determined
5. engine or equipment operation is inadequate
6. there is doubt as to the integrity of the ship's hull
7. it is determined that the fuel tank is not full or an invoice from the last top-up has not been presented
8. it is determined that the water tank is not full
9. it is determined that the faecal container has not been emptied,
- 10.the boat is not tidy,
- 11.the vessel is not able to be prepared for the next rental period.

C. Some examples of possible additional charges from the skipper of the USER and the USER are:

1. dispatch of the boat to the nearest gas station with the cost of loading fuel,
2. dispatch of the boat to the open sea and unloading of the faecal tank,
3. checking the quality of the fuel poured by the skipper
4. hiring an official skipper,
5. shipment of the vessel to the nearest crane and crane operation
6. hiring an official diver if the integrity and condition of the hull and engine is in doubt,
7. arrival, work and material of an authorized servicer of equipment and engines
8. disassembly and delivery of equipment to the service technician
9. all events not recognized by the insurer of the vessel, which are caused by errors of the skipper, his ignorance of the law, his insufficient maritime knowledge and knowledge of navigation, negligence, criminal offenses and other, and such as:
 - a. the skipper does not have a valid navigation license in accordance with the type and purpose of the boat
 - b. The skipper has persons present on the boat who were not registered during the check in procedure



- c. The skipper is under the influence of alcohol
- d. The skipper is under the influence of narcotics and / or opiates
- e. The skipper actively participated in the physical confrontation (fight), except in the proven case of self-defense
- f. the skipper has intentionally caused a harmful and / or other undesirable event
- g. the skipper caused harmful and / or some other undesirable case by gross negligence, misjudgment, negligence, etc.
- h. the skipper has moored, anchored and / or left the boat unattended on an unsafe and / or unarranged berth, anchorage, open beach or shore during the period outside the voyage
- i. The skipper uses a boat to tow a skier or to tow inflatable equipment or anything else
- j. the skipper uses a boat to tow another boat
- k. the skipper and / or the person on the boat uses the boat for SCUBA diving
- l. the skipper and / or the person on the boat uses the boat for fishing and / or fishing for other marine organisms
- m. The skipper left the management of the boat to a person who does not have a navigation license
- n. sailing at night
- o. navigation in adverse meteorological conditions and in general when navigation is prohibited
- p. A skipper who does not know the legal regulations has no mitigating circumstance
- q. the skipper and / or the person on the boat uses the boat for smuggling, prohibited trade, poaching, sailing at a time when it is prohibited, etc.
- r. the skipper and / or the person on the boat participates in the preparation, attempt or commission of any criminal offense or escape after that action
- s. the skipper uses the boat for illegal crossing of the state border, personally and / or any person on the boat
- t. for the skipper and / or persons on the boat, the seizure and / or blockade of the boat by officials is carried out
- u. due to the actions of the skipper and / or persons on the boat, the work of the SERVICE PROVIDER is blocked
- v. other

10. costs caused by the inability to deliver the vessel on time to the next user, lost user confidence and other

All the events mentioned in the text as well as others that are not mentioned and as a result of which there is a loss of time and money are described as DAMAGE.

All DAMAGES and operating costs of the SERVICE PROVIDER, the USER's skipper and the USER himself undertake to fully financially reimburse the SERVICE PROVIDER within the period to be stated on the invoice

Article 59

The SERVICE PROVIDER is not liable for any damage or loss of any of the USER's property or any crew member or passenger on board the vessel and any other property that the USER has disposed of or stored on board or on the SERVICE PROVIDER's premises.

Personal belongings and any other luggage of the crew and passengers are not insured and the recommendation of the SERVICE PROVIDER is that the USER, at his discretion or need, independently, separately contracts with the insurance company.



2. LIABILITY CLAIM

Article 60

For everything that happens during the service, the USER and his skipper are responsible.

Their financial responsibility is limited by the deposit, but with the exceptions listed in these General Terms and Conditions.

The liability of the skipper of the USER and the USER may be entirely financial, but also criminal, depending on the act committed and this is not covered by the deposit.

The value of the mandatory deposit left by the USER during the check in procedure, the USER can insure with an authorized insurer and this is done by the USER at his discretion.

THE SERVICE PROVIDER does not provide insurance services.

Article 61.

DAMAGE to the vessel, engine, equipment and inventory will be charged depending on the extent of the damage, but also according to the subject on which the damage was done.

Anything missing during the check out procedure will be charged at the price of the new one.

Observed defects, malfunctions, damages, etc. will be charged at the price of dismantling, delivery to the service technician, servicing (work and materials), delivery to the vessel, installation and commissioning, all increased by operating costs for the entire time.

Payment is made immediately during the check out procedure from the deposit, while the rest of the unrecognized DAMAGES per insurer will be charged through the invoices issued after the check out procedure after determining the financial value.

Some examples when the damage will be charged in full at the price of a new one and when there is a possibility of repair:

1. propeller and all other engine parts that must be replaced by a service technician
2. dinghy, SUP board and generally all compressed air equipment
3. kits missing some of the items. An example of this is kitchen utensils.
4. when the damage is aesthetically visible and significantly reduces the value, and is still functional.

Examples are: scratches and dents on the bonnet, portable audio device, portable refrigerator / freezer; scratches on mattresses of beds or stern benches; dirt that cannot be removed by regular cleaning and the like.

Article 62.

THE SERVICE PROVIDER is obliged to insure the vessel (basic and comprehensive insurance).

The insurance bears the costs of adverse events, but with restrictions that define that the event did not occur on the basis of the following examples, where they are not the only ones:

1. events whose value is less than the deposit are not paid
2. operating a vessel without proper approval
3. intentional event,
4. gross negligence,
5. wrong assessment and the like
6. ignorance, misunderstanding, competence and the like from any field related to the event,
7. failure to take all actions that may prevent the occurrence of the event in a timely manner
8. conduct and actions committed by persons officially registered on board



9. presence of persons on board who are not officially registered
10. non-compliance with legal regulations (ignorance, misunderstanding, etc. is not recognized as a justification)
11. non-compliance with the provisions and restrictions defined by the SERVICE PROVIDER (ignorance, misunderstanding, etc. is not recognized as a justification)
12. influence of alcohol, opiates and the like
13. smuggling of any kind
14. illegal crossing of the state border by the USER and / or persons on board
15. presence of persons who were not registered during the check in procedure
16. the vessel is subleased or in any way to third parties
17. the vessel is used for non-contracted purposes such as the commercialization of the transport of people and / or goods, participation in competitions, events and public gatherings, whether organized or self-initiated
18. fishing for fish or other marine organisms, diving (SCUBA) and carrying out underwater activities regardless of whether they are carried out recreationally or for other purposes. This can be done only with the possession of appropriate legally defined licenses, in accordance with the purpose of registration of the vessel, the charter agreement and the written permission of the SERVICE PROVIDER
19. navigation at night or in adverse meteorological conditions and navigation generally prohibited,
20. anchoring and mooring of vessels in places that are prohibited or are nautically dangerous and unsuitable
21. seizure or blockade of vessels by officials,
22. penal and other measures imposed by officials
23. record of the official person from which it is evident that the skipper or USER is one or one of several of them who are the cause of the event
24. blockage of work of the SERVICE PROVIDER due to the committed acts of the USER and / or his skipper
25. pouring into tanks of wrong liquids. For example: diesel fuel instead of EURO SUPER 95 / PETROL or pouring motor fuel into a drinking water tank or fecal tank, ...
26. and others

It is explicitly emphasized that in case of a harmful event that is not recognized by the insurer of the vessel, regardless of the cause, the responsibility lies with the skipper and the USER.

The liability of the skipper and the USER is not limited only financially and up to the amount of the deposit.

If the event caused higher financial amounts and if they are recognized by insurance, then insurance will pay for it.

In the event that the harmful event occurred due to any of the above descriptions and / or the insurance does not recognize it, all financial amounts that will arise from the event, must be paid by the USER.

In the event that the event caused not only financial damage but also some of the criminal offenses, the case will be forwarded to official institutions.

Payment will be made during the check out procedure up to the amount of the deposit, and if the amounts are higher then through the invoices issued after the check out procedure.

The USER is obliged to pay for all events that will lead to the vessel being placed on the market again, increased by operating costs and losses (financial and other) incurred due to the inactivity of the vessel.

If the USER does not pay the issued invoices, the collection will be enforced through enforcement (seizure of finances and property), court orders and other legally defined procedures



Article 63.

Various adverse events may occur while using the service.

Adverse events can be, for example, harmless, but also major accidents and breakdowns that result in a vessel with reduced navigability, loss of vessel, equipment and other, and illness and injury to persons on board.

The USER or his skipper should immediately notify the SERVICE PROVIDER of all events that occur, even those that they consider irrelevant.

Depending on the event, the USER or his skipper must contact the rescue services, and they will coordinate the work of other services.

The USER / skipper must take all actions aimed at reducing and controlling the consequences of the event and avoiding further additional adverse events.

Article 64.

A large proportion of adverse events are harmless as they do not affect the navigability of the vessel and the safety of persons.

In all these cases, the SERVICE PROVIDER will try to organize and eliminate the causes of the adverse event within 24 hours after the notification.

If the SERVICE PROVIDER cannot organize the solution within the given time, the USER or the skipper will be given a written authorization and instructions on how to resolve the situation.

Article 65.

The USER must immediately contact the SERVICE PROVIDER in writing and inform him of all events that result in:

1. service interruption,
2. on the second date of return of the vessel to the home / departure port
3. the need for repairs, servicing and more
4. and other things that may affect the preparation of the vessel for the next lease term.

In the event that the USER fails to do so, the SERVICE PROVIDER has the right to charge the USER during the check out procedure all adverse events that will result from the above.

Article 66.

Vessel servicing is carried out in the home port of departure. Exceptionally, these may be other ports (closest to the current position) but with the written consent of the SERVICE PROVIDER..

The USER does not have the right to claim compensation or any compensation from the SERVICE PROVIDER during the time of the service that is interrupted for servicing in the event:

1. an event for which he is responsible
2. servicing a vessel whose navigability is not endangered
3. service duration is shorter than 48h.

For a longer period of servicing the USER is entitled to compensation on a pro-rata basis, and is not entitled to other damages.



Article 67.

The USER must inform the SERVICE PROVIDER about shipwreck and other events that may be a threat to the safety of navigation.

If there is a reasonable suspicion that the vessel is damaged below the waterline, the vessel must reach the nearest port as soon as possible where it will be inspected.

Inspection depending on the suspicion will be inspected by an official diver, the vessel will be lifted from the sea by a crane or will be permanently transferred to a dry dock.

All costs are borne by the USER.

Article 68

Any theft or damage caused by unknown persons during the rental must be reported immediately to the SERVICE PROVIDER and the officials of the nearest police station.

Article 69

The USER must return the vessel to the SERVICE PROVIDER on the agreed day and time and by that time all crew members should leave the vessel together with their luggage.

The time for inspecting the vessel, its cleaning and preparation for the next lease term are an integral part of the contractual schedule.

Article 70.

The USER must notify the SERVICE PROVIDER in writing of any wish to change the start of the check-out procedure and receive a written response from him. In case the change of the check out procedure is not approved, the USER must return the vessel within the agreed time.

If the USER is not able to return the vessel himself or is unable to return the vessel to the home / departure port, he must notify the SERVICE PROVIDER in writing and arrange for the vessel to be returned by another person at his expense and risk.

From taking over the vessel to the check out procedure, the USER must ensure that the vessel is operated by a qualified person with the necessary permits.

The USER who does not implement the requirements of these General Terms and Conditions and the Agreement, will bear all financial claims that will result from negligence or non-compliance with contractual and legal obligations.

The contract for the implementation of the service does not expire until the service is terminated during the check out procedure..

Article 71.

During the check out procedure, the USER reports all differences in relation to the check in procedure and all events that occurred or were noticed during the service.

All differences must be recorded in writing.

The condition of the vessel, equipment and other is assessed.

If everything is found to be in order, the final document is signed and the security deposit is returned to the USER.

If it is determined that everything is not in order, the basis for recording differences is a cost estimate and payment from the security deposit.

If during the check out procedure the financial amount of the expenses cannot be calculated accurately, the security deposit will be kept in full.



If it is determined that the damage is greater than the security deposit, the event is reported to the insurer of the vessel, and in case of suspicion of committing a criminal offense to officials.

If the insurer determines that the event did not occur in accidents or other insured events, the payment is made in full at the expense of the USER.

Article 72

DAMAGES are collected up to the maximum amount of the deposit (deposit / deposit) is made immediately during the check out procedure.

The USER undertakes to pay the DAMAGES that are above the amount of the deposit or are the DAMAGES that are not covered by the insurance policy or are not recognized as insured under the insurance policy, in person and without objection, immediately after defining the financial amount by the SERVICE PROVIDER.

Determination of the amount is carried out according to the actual labor costs, materials such as invoices of authorized repairers, marina invoices and the amounts of penalties defined in the price list of the SERVICE PROVIDER, all costs incurred by charging the SERVICE PROVIDER from third parties such as failure to deliver the vessel which will include the amount of lost profits, customer trust and the like.

The USER undertakes to pay all issued invoices within the deadline that will be stated on the invoice.

Article 73

All delays in during the take-over of the vessel are additionally charged.

Delays longer than 1 hour will be charged at the price of the daily rental.

Delays longer than 2 hours will be charged at twice the price of daily rent, as well as every next day of delay.

In the event that the delay is so large that it is not possible to carry out the preparation of the vessel on time to the next user, DAMAGES will be charged to the USER according to the number of DAMAGES actually incurred which, in addition to direct costs, includes lost profits, the lost trust of the next user, and the like.

THE USER undertakes to pay all the costs to the SERVICE PROVIDER, personally on the spot.

Not one reason, including the weather conditions, other than the collisions, shall be considered a valid reason for the delay.

It is recommended to USER to take into account when planning the navigation and return to the home port by evening hours before the vessel is delivered.

Article 74

If the USER returns the vessel to a port that is not contracted as a port of destination, without the written consent of the SERVICE PROVIDER, the USER undertakes to immediately, without objection, pay all costs associated with the use of a berth other than the home port. which are propellant, skipper and the like, and the prescribed penalty for delay if it occurs, as well as all DAMAGES done to the SERVICE PROVIDER due to failure to deliver the vessel on time to the next client, and according to the valid price list.

If the USER leaves the vessel before handing it over to the SERVICE PROVIDER, the SERVICE PROVIDER will consider this act as a criminal offense and report it to the competent institutions.

3. Return of the security deposit

Article 75

For vessels that are returned on time, in good condition, clean and free from items and equipment of the USER, with full fuel tanks and empty faecal tanks, THE SERVICE PROVIDER will return the deposit/caution in full to the USER.



4. Damage due to depreciation and other causes

Article 76

Damage or malfunctions due to normal depreciation or hidden material defects may occur during the charter of the vessel, engine, equipment or inventory.

The USER has the right, but also the obligation, all the more so if it is about essential equipment for navigation, events that endanger the health and life of people on the boat, the boat, immediately, without delay, to notify the SERVICE PROVIDER in writing and independently take measures to eliminate or reduce them possible damages and other dangers.

Upon request, the SERVICE PROVIDER will give the USER written instructions on what to do in these circumstances. This can be an order to return to the home port, go to the nearest port, instructions on how the skipper can solve it himself, organize a solution with the help of third parties and the like.

Article 77

In case of any problems, especially those related to the safety of the crew and the boat, return to the base port.

The possibility of returning independently is assessed by the skipper.

In the event that the skipper considers that the safety of the crew or the boat is threatened and that he cannot operate the boat, he is obliged to call the emergency services. The list of contacts is submitted during the check in procedure.

If it is only a technical failure without jeopardizing the safety of the crew and the boat, he is obliged to organize assistance in the form of towing from authorized services such as Sea Help. The cost of towing to the base port is paid by the guest.

Upon prior announcement and arrival at the base port, we will inspect the boat and determine its condition.

There may be other unforeseen things and inconveniences, but the skipper and his decisions must always be for the safety of the crew and the ship.

Article 78

The SERVICE PROVIDER undertakes to organize the reported event immediately upon receipt of the written notification in order to resolve it as soon as possible.

The SERVICE PROVIDER will reimburse the USER for the cost of lost days for all events caused by the SERVICE PROVIDER's fault, such as untimely replacement of equipment for which the manufacturer has defined a replacement after its expiration date.

Damages for which the SERVICE PROVIDER is not and cannot be to blame, such as ordering work from an authorized service technician to carry out all the prescribed actions and he does not carry them out in accordance with the manufacturer's instructions but based on his assessment of wear and tear, the USER cannot expect a refund of funds from the service or any other compensation for damages resulting from this event.

A vessel that remains in port for repair, and is caused by the USER, is not entitled to cash or any other compensation either for lost time or for something else.

A vessel which remains in port for repair, and which has not been caused by the USER, is entitled to compensation on a pro rata basis, and no other compensation in any form is possible.



Article 79

Possible hidden defects or errors, which were not noticed during the check-in procedure, as well as defects that arise after taking over the vessel, which the SERVICE PROVIDER could not foresee, do not give the USER the right to request a reduction in the rental price or any other compensation.

COMPLAINTS / RECLAMATIONS

Article 80

Complaints will be considered only in written form and must be signed by the USER.

The complaint book is located in the official premises of the SERVICE PROVIDER.

The USER can demand compensation only when he has submitted a written complaint, and depending on the complaint, additional documentation that indisputably proves the complaint.

Article 81

The SERVICE PROVIDER will not consider complaints received subsequently and insufficiently documented.

The SERVICE PROVIDER can recognize only those compensation claims that are related to the service it provides.

Article 82

The USER who concluded the contract as a "last minute" - travel at the last moment, accepted all the risks of such a service. This service may contain uncertain and hidden facts that the SERVICE PROVIDER could not and cannot influence, while the USER is aware of the above and accepted this service exclusively for the sake of a better price, and therefore has no right to complaints.

Article 83

THE SERVICE PROVIDER cannot be responsible for possible crowds in marinas, restaurants and the like, for their cleanliness and level of service, for climatic conditions, cleanliness and temperature of the sea, unavailability of gas stations, shops, availability of medical care and the like, or anything that may be the cause dissatisfaction of the USER, and is not related to the service provided by the SERVICE PROVIDER..

Article 84

THE SERVICE PROVIDER must respond to any complaint and reclamation within a period of at least 7 days from the date of receipt of the same.

The SERVICE PROVIDER has the right to postpone the decision for another 14 days if it is necessary to collect additional information and verify the allegation of complaints about all persons who are directly or indirectly connected with the complaint and, if necessary, external authorized persons, for the adoption of the decision.

Complaint fee can be up to the maximum amount of the advertised part of the service. The fee cannot cover already used services for any amount.

THE USER shall be waived remuneration for any form of non-pecuniary damage if it is not entrusted with the intention of the SERVICE PROVIDER.



PERSONAL DATA PROTECTION

Article 85

The USER provides personal data to the SERVICE PROVIDER voluntarily.

The user's personal data to the SERVICE PROVIDER are legally necessary for the service realization process.

THE SERVICE PROVIDER undertakes to use the obtained data exclusively in the process of realization of the service.

By signing the lease agreement, the USER gives the SERVICE PROVIDER permission to use his personal data for the purpose of marketing actions of the SERVICE PROVIDER. This can be challenged and terminated at any time.

The SERVICE PROVIDER will collect, process and store data in accordance with legal regulations.

The USER may at any time cancel the further storage of his data by a written request, after which the SERVICE PROVIDER will permanently delete them.

ARBITRATION

Article 86

Both the USER AND SERVICE PROVIDER agree that they will settle all their disagreements in a peaceful and consensual manner.

In case a peaceful and consensual solution is not possible, both parties have the right to initiate court proceedings.

Both parties agree that the disputes will be resolved in the competent court in Zadar County according to the legal regulations of the Republic of Croatia.

VALIDITY OF ADVERTISED DOCUMENTS

Article 87

All data presented on the official website of the SERVICE PROVIDER, and through them, are subject to change without prior notice, and for this, the SERVICE PROVIDER cannot in any way answer.

For the accuracy and applicability of certain data about the SERVICE PROVIDER and its services, it is necessary to verify them by written inquiry or inspection on the notice board in the SERVICE PROVIDER's premises.

Article 88

The USER and the SERVICE PROVIDER mutually accept all provisions of these General Terms and Conditions until the end of the service, or until the end of the dispute if it occurs.

By signing the Service Agreement, the USER confirms that he is familiar with all the provisions of these General Terms and Conditions and that there are no parts or parts of the text that are incomprehensible to him.

The text of these General Terms and Conditions is also available to the USER in English.

In case of dispute, the relevant text is written in the Croatian language.

SERVICE PROVIDER
KRIŽNI VIJAK d.o.o.
for construction, nautics, and tourism
In Zadar, September 2022.