



## GENERAL TERMS AND CONDITIONS

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## **GENERAL TERMS AND CONDITIONS**

### **Article 1**

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“.

### **Article 2**

Natural and legal persons who have confirmed the reservation and made advance payments thereby create a legally binding relationship with the SERVICE PROVIDER, hereinafter called the „USER“. After confirming the reservation and making the payment for the service, the USER is provided with the documentation related to that service. The documentation can be given to the USER at the latest during the check in procedure.

Before taking over the service, the USER is obliged to read and get acquainted with the General Terms and Conditions of the SERVICE PROVIDER, price list, list of equipment and in general with the service he intends to use, by signing the Service Agreement (service for example: Boat Charter Agreement).

By signing the Service Agreement, the USER also accepts all the provisions of these General Terms and Conditions of the SERVICE PROVIDER. Anything that is unclear must be resolved immediately, because the USER subsequently has no right of appeal based on ignorance of the provisions, their clarity and the like.

During the use of the service, the USER is obliged to apply the provisions of the General Terms and Conditions, the Service Agreement and the legislation of the Republic of Croatia.

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

### **Article 3**

The USER selects the SERVICE PROVIDER's services that are standardised against the service, price and the payment modality. On written request of the USER, the SERVICE PROVIDER can offer typified and personalized services and, accordingly, determine the price and payment modalities different from the typified solutions.

### **Article 4**

By making the reservation and payment of the 1st installment, the service is considered to be contracted and the procedure of familiarization with contractual and legal obligations begins.

The procedure consists of getting acquainted with the contents of the General Terms and Conditions which both parties must adhere to.

Both parties must also apply all other provisions of the law of the Republic of Croatia.



## RENTING OF VESSELS

### Article 5

#### Renting of vessels - classification

Vessels can be hired for:

- recreation/vacation; with or without overnight stays, with or without skipper
- other purposes, eg business.

The rental service is subject to registration for the sojourn tax, in which case the USER shall submit the crew list - record of the registration of the crew and the passengers on board.

Other services, with or without a skipper's service, for one or more days, considering that the boat has to return to the home port every day, is called boat rental. In that case, no additional fees are charged.

#### Navigation area

### Article 6

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 to glide 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 restrict the area of navigation, either due to the category of the vessel or for example if the conditions for navigation are unfavorable.

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

Any non-compliance with these provisions is a gross violation of legal provisions and negligent endangerment of people and property.

Non-compliance with the restrictions is borne by the USER / Guest / skipper.

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

#### Obligations for the SERVICE PROVIDER

### Article 7

The SERVICE PROVIDER is obliged to regularly maintain the chartering vessels, to guarantee their technical safety and good condition.

The SERVICE PROVIDER is obliged to hand over to the USER exactly the vessel that the USER has booked. In case of impossibility to hand over the vessel due to technical malfunction or breakdown, he has the obligation to offer the USER a replacement vessel if he is free. In case the replacement vessel is not the same, it can suggest to the USER some other replacements if available.

The SERVICE PROVIDER is obliged to submit the vessel to the USER for use together with the prescribed equipment for navigation, anchoring and mooring, as well as with the security equipment in accordance with the registration of the vessel and the number of persons to be on board.

During the check in procedure, the SERVICE PROVIDER submits the Equipment List / Inventory List, which the USER must check on the spot. The USER confirms with his signature that the submitted Inventory list corresponds to the current condition and that the equipment and instruments are in good condition.



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 8

The SERVICE PROVIDER is obliged to give the USER or a person designated by him (the skipper) all instructions regarding technical details concerning the equipment and instruments according to the Equipment List / Inventory List.

A test departure can also be arranged, but must be announced in advance.

By signing the Equipment List / Inventory List during check-in, the USER / skipper confirms that they have taken over the vessel in good condition, clean with full tanks of propellant (EURO SUPER 95) and water, with all specified equipment and instruments that are functioning properly.

Possible defects, damages or missing parts must be immediately stated in writing during the check in procedure, which both parties confirm with their signatures as correct.

#### Obligations for the USER

#### Article 9

Before deciding on the selection and reservation of the service, the USER must be acquainted with the content of the service and in case of ambiguity or need for additional data and information should contact the SERVICE PROVIDER and ask him for clarifications and additional information, because subsequent complaints based on clarity, lack of information, insufficient amount of data and the like, will not accept as a basis for comments and complaints.

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

1. Using information available on the Internet and otherwise available, collect data on the vessel and study it well in order to get acquainted with the vessel.
2. Match the choice of vessel with the knowledge, skills and experience of the skipper and the area of navigation and weather conditions expected on it.
3. Make arrangements with all potential members of the vessel and acquaint them with the vessel, life on it, sailing plan to be adapted to all members of the vessel, be familiar with the life habits and characteristics of each crew member, ... and everything else that is necessary for all members of the voyage to spend the days spent on board pleasant and carefree.
4. Get acquainted in detail with the landscape and sea conditions along the entire sailing route. Navigation planning should be carried out in such a way as to ensure the safety of vessel members and the safety of vessels. Pay special attention to mooring moorings during the trip and always have spare places for mooring and overnight stay. Plan your overnight stay only in designated ports and moorings. It is forbidden to spend the night in bays that do not have commercial moorings unless they are announced at the latest during the check in procedure. In these announced cases, the mooring of the vessel 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 most common causes of damage and breakdowns on the vessel and injuries to vessel members are:

- Inadequately selected vessel according to the composition of vessel members,
- inadequately prepared quantity of food, footwear and clothing,
- demanding sailing route,
- unpreparedness for various weather conditions in the area of navigation
- a vessel of which the skipper is not sufficiently familiar
- skipper who does not have enough prior knowledge and experience

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.



#### Article 10

The USER accepts the service provided by the SERVICE PROVIDER on the day of delivery of the written confirmation of the reservation and advance payment, or by paying the full amount, if the service or the USER's wish is so defined.

By paying the advance, the USER accepts the provisions of the General Terms and Conditions and the Service Agreement.

The service contract will be completed at the latest during the check in procedure.

#### Article 11

The USER is obliged to provide his/her exact and complete personal data when booking a vessel or any other service: full name, personal identification number, address of residence, date of birth, type and number of valid identification document, e-mail address and telephone contact number.

During the reservation for vessel's charter, the USER is obliged to send a copy of the ship master's certificate, out of which it will be clearly visible to whom the permit reads, the time of issue and the category of the vessel for which the certificate was issued.

If the USER is unable to provide the information at the time of booking, he / she is obliged to do so no later than 30 days before the check-in procedure.

If the USER and the holder of a ship master's certificate are not the same persons, the USER must also provide all the necessary personal and contact information, as well as a written statement stating that the person for whom the data is provided is the person managing the vessel.

THE USER undertakes to deliver a crew list when booking a vessel.

For each option of the vessel's charter, the USER shall provide a list of all persons on board, with an emphasis on informing the SERVICE PROVIDER whether there will be a person on board with health problems, underage persons, pregnant women and other similar crew/passenger information that could affect the safety of both themselves and of the vessel.

The SERVICE PROVIDER will prepare the vessel on the basis of this information, but also a sufficient number and type of safety equipment.

The SERVICE PROVIDER undertakes to use the obtained data exclusively in connection with the service purchased by the USER.

#### Article 12

The USER may refuse check-in if safety standards do not comply with national rules and regulations or if hull, bonding deck to hull, rig, steering gear are damaged to such an extent that safety of both ship and crew can no longer be guaranteed.

In that case, the provision of these General Terms and Conditions and by agreement of the contracting parties shall apply.



### Article 13

The USER is obliged and takes full responsibility that:

1. The vessel shall be operated exclusively by the person, hereinafter referred to as: SKIPPER OF THE USER, which has valid legal documentation - a sailing licence for the chartered vessel, which is also recognized in the Republic of Croatia. The USER shall provide the SKIPPER's personal data and original documents (sailing licence, passport) for inspection before receiving the vessel for navigation. The USER has the obligation to inform the skipper of all rights and obligations under the contract.
2. SKIPPER OF THE USER is a person who, in addition to documentation, has the actual nautical knowledge necessary for the management and navigation of the chartered vessel, and the USER is responsible for the accuracy of this
3. SKIPPER OF THE USER must be familiar with the legal regulations of the host country, and respect and enforce them
4. USER and the SKIPPER are both responsible for the entire vessel and all the persons on board
5. The crew list submitted during the reservation and take-over of the vessel is entirely in accordance with the list of persons who will stay on the vessel for the entire duration of the lease
6. There shall be no more persons on board than listed in the crew list
7. There shall be no more persons on board than the number provided for by the vessel's sailing licence
8. There will be no pets on board (dogs, cats, birds, hamsters, reptiles, snakes, etc.)
9. The crew list as well as the certificate of stay shall be kept together with the boat's documents in boat's ledger for the duration of the lease service and shall always be available for inspection and control by authorized persons. Protect ship documentation from damage, loss and alienation by third parties.
10. The USER AND THE SKIPPER OF THE USER shall immediately and without delay notify the SERVICE PROVIDER of any changes to the crew list during the lease
11. will not sublet the vessel or in any way to third parties
12. will not use the vessel for purposes for which it is not contracted, such as the commercialization of the transport of people and / or goods, participation in competitions, events and public gatherings, whether organized or self-initiated
13. will not fish, dive or dive underwater activities (SCUBA) and conduct underwater activities, whether for recreational or 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
14. 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.
15. Emptying the faecal reservoir shall be carried out on the open sea and never closer than 2 NM from the coast.



16. 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
17. 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
18. 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.
19. 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, 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.
20. 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.
21. Together with the SKIPPER, prior to each voyage and at least once a day, the USER shall check weather forecasts from at least two sources and shall not leave the safe mooring in the event of announced worsening of weather conditions, or conditions that are not appropriate for the vessel being leased. The sailing will not start if the port authorities have issued a sailing ban.
22. The SKIPPER shall sail exclusively at the time of visibility, and in no case shall sail at night or after sunset. For this reason, it is necessary to plan navigation and activities at sea correctly and to comply with the plan to ensure that the vessel is always timely and reliably tied - anchored after sunset.
23. The navigation plan must be designed so that 24 hours prior to the return of the vessel to the home port, it is located from the home port to a maximum of 15NM, and the SERVICE PROVIDER recommends to bring the vessel to the port of destination the night before the ship is handed over, in order to combine all personal and inward luggage, sort and take away garbage, put equipment on the inventory list and clean the vessel.



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 5,300 rpm. The maximum speed is up to 4900 rpm, which again depends on the conditions at the sea. 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 represents a gross negligence towards the insurance company and is not covered by insurance, so that the resulting damage will be charged to the USER in the amount of the value of the same/simila new motor.
28. The USER undertakes to ensure that during the use of the auxiliary motor, it will be powered by a fuel corresponding to the type of the motor or a corresponding mixture (two-stroke engine) or a pure gas (four-stroke engine).  
**The main propulsion engine of a vessel always uses gasoline (PETROL; EURO SUPER 95), not diesel.**  
**Auxiliary engine, outboard dinghy engine, SUZUKI 6, 6HP, propellant is gasoline (PETROL; EURO SUPER 95).**  
**Auxiliary engine, outboard dinghy engine, MERCURI 3.3, propellant is gasoline (PETROL; EURO SUPER 95) mixed with two-stroke engine oil worth 1%.**
29. 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.
30. The USER undertakes to leave the protected port only if good maritime customs and weather permit
31. The USER undertakes to leave the precarious anchorage or mooring if such existing weather conditions or weather forecast so provide.
32. 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.
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 not to tow any other vessel without a written notice to the SERVICE PROVIDER who must provide written approval for the towing.
36. THE USER undertakes to provide the position of the vessel during the notification, by indicating the geographical position of the vessel.
37. 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.
38. 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.
39. 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.
40. 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.
41. 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.
42. 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. DISCLAIMER: 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.
43. 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.



44. 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.
45. The USER agrees that the service contract is terminated as soon as it is established that any member of the crew, the passenger does not act in accordance with 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.
46. 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.
47. 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.

#### Article 14

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.

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.

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.



### Article 15

The SERVICE PROVIDER may refuse to hand over the craft if:

- the fee has not been fully paid
- deposit has not been made or replaced by an deposit insurance
- necessary documents are missing or insufficient (no license or a license not valid for the chartered craft, etc.)
- 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 16

Defects, incorrect readings of instruments and other shortcomings of equipment and instruments do not constitute a reason for USER to refuse boarding, interrupt navigation or submit a request for compensation - provided that in addition to the classical methods of navigation and that safety of the vessel and crew with a good operation of the boat is not compromised. In this case the USER is not entitled to compensation.

### Article 17

If the SERVICE PROVIDER may not deliver the contracted vessel in the contracted place, SERVICE PROVIDER has a time limit of 24 hours to ensure the USER adequate replacement (which means a vessel similar in size, equipment and instruments) and a replacement place of embarkation.

If the USER agrees to a replacement vessel is not entitled to other compensation.

In the event that the USER decided to wait replacement boat out subsequently agreed period of 24 h SERVICE PROVIDER will bear the cost of accommodation for the number of days he was late boarding.

### Article 18

If it is unequivocally established before the start of the voyage that neither the contracted vessel nor the replacement vessel can be delivered on the agreed departure date, the SERVICE PROVIDER is obliged to inform the USER as soon as he finds out. In that case, both parties can cancel the contract before the start of the voyage, and the payment will be refunded to the USER. He is not entitled to another compensation.

### Article 19

In the event that the USER, without notice, do not board the vessel within 24 hours of the agreed time of loading, SERVICE PROVIDER is authorized to unilaterally terminate the contract, and the USER has no right to make any claims to the SERVICE PROVIDER.

## **EXTENSION OF THE LEASE**

### Article 20

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 ...).



## **PERSONALIZED EXCURSIONS**

### **Article 21**

Personalized excursions are services provided by the SERVICE PROVIDER to potential USERS and are based on one-day vessel charter excursions with the skipper provided by the SERVICE PROVIDER.

Excursions can be intentional, such as visiting sights, diving destinations and the like, but also adventurous without a clear goal other than enjoying the sailing, swimming, gastro delicacies and the like.

### **Article 22**

Personalized excursions are services provided by the SERVICE PROVIDER and listed in the price list through the distance of the farthest destination at nautical miles and the time of boarding to return.

### **Article 23**

During his first contacting the SERVICE PROVIDER, the potential USER should express his wishes and state all the activities that he would like to carry out at the sea, and if he has his own plan of route, suggest it and from the price list choose the price that is related to the maximum reach of the voyage in one direction.

### **Article 24**

The USER accepts a personalized excursion service on the day of receiving a written confirmation of reservation and the payment of the full amount stated in the price list.

Upon the advance payment, the USER accepts General Terms and Conditions, as well as the Personalized Tour Agreement. The contract will be completed during the booking of the excursion, and at the latest before departure.

### **Article 25**

In accordance with the chosen service from the price list, the SERVICE PROVIDER will make a sailing plan by taking into account the potential USER's wishes, as well as the maximum distance and the weather on the reserved day of the excursion. For this reason, the final sailing plan will be known only shortly before embarkation, and shall also be subject to changes, depending on weather conditions.

### **Article 26**

The USER undertakes to provide accurate and complete information on the date of the reservation: full name and surname, PID, residence address, date of birth, type and number of valid identification document, e-mail address and telephone contact number.

The USER undertakes to provide a list of all the persons with the emphasis on informing the SERVICE PROVIDER whether on board there will be persons with health problems, number of the persons who are under age, number of passengers who could affect the safety of both the passengers and the vessel.

On the basis of the data provided, the SERVICE PROVIDER will prepare the vessel and ensure the adequate number of life jackets.

### **Article 27**

THE USER undertakes to bring with him everything that may be required during the voyage such as: suitable clothing and footwear, footwear with rubber soles, shoes to enter and get out of the water safely, bathing clothes, towels, hats, sunglasses, personal remedies, food and a sufficient amount of drinking water.



## **TRANSFERS**

### Article 28

Transfers are services that the SERVICE PROVIDER offers to potential users, and is based on the transfer of people, personal luggage and other goods from one micro-location to another.

### Article 29

The SERVICE PROVIDER offers a nautical transfer carried out by vessels, a taxi transfer carried out by land and a Vip transfer as a combination of a transfer by land and sea and a personalized transfer eg. from the residence during holidays to the vessel, personalized according to the weather conditions and the like, only on a special request:

1. To the persons who have arranged accommodation on the island and is inconvenient for them to have their belongings and equipment transported by local transport or the transportation does not exist at all or can be effected in an inadequate time
2. To the persons joining their company that is already accomodated on the island or a vessel
3. To the crews of vessels missing some belongings and do not have time or don't intend to get them by themselves
4. To everyone else in need of this service.

### Article 30

The SERVICE PROVIDER offers the transfer service in accordance with the price list.

A transfer service is a service where it is assumed that after its realization, the skipper returns to the home port or goes to another destination in accordance with the plan provided to him by the SERVICE PROVIDER.

The transfer service can also be arranged based on the system from point A to B, then to point C, but retention at the point of department B is only as necessary as for the vessel to disembark people and/or cargo, with immediate continuation to the end point.

### Article 31

THE USER undertakes to carry with him all that he may need during navigation, such as: suitable clothing and footwear, footwear with rubber pads, personal remedies, food and sufficient amount of drinking water.

## **PRICES**

### Article 32

The prices are widely published in the valid price list on the SERVICE PROVIDER's website.

Prices are expressed in euros.

Charges are carried out in EUR and HRK according to the selling rate of Zagrebačke Bank on the day of payment.

In accordance with the VAT code, all prices of the services are VAT included, the vessel is technically correct and clean, with safety and navigation equipment in accordance with the registration of vessel, full fuel tank in accordance with the type of vessel and full tank of fresh water (intended for washing, the USER himself is responsible for supplying the drinking water to the vessel) and empty faecal tank, compulsory and casual boat insurance, accident insurance, secured boat moorage, navigation license valid for the maritime part of Croatia, charter concession.

The SERVICE PROVIDER reserves the right to change the price list and individual prices without prior notice.



## Prices- vessel rental

### Article 33

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.

## Prices - CHARTER vessel rental

### Article 34

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 35

## 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 36

### 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 37

### 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 38

### Compulsory charges - cost

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 only.
2. Basic cleaning of the vessel is an integral part of the transit log price. Extraordinary cleaning of the boat is extra charged according to the price list, cash or credit card - Mastercard and Visa at check-out procedure. Extraordinary cleaning is charged when the pollution is caused by health problems, gross negligence and the like.
3. Insurance deposit/ caution money

All vessels have full insurance at the amount of the charge according to the price list for the current year. Damage insurance and damage to third parties are included in the price. The insurance does not cover damage or loss of personal belongings and property rendered to the vessel as well as damages done with intent or negligence of the client.

This is a refund deposit that is left when picking up a vessel and returns when returning the vessel.

The deposit is left in cash or on credit on Mastercard or Visa (HRK) credit cards.

The purpose of the deposit is to secure the payment of any damage to the vessel, equipment or inventory, loss of equipment or inventory and the like ascertained during the return of the vessel. After determining the event, the amount of the damage or the value of the damaged or lost equipment or inventory is estimated, the charge from the amount of the deposit will be charged. The rest is returned to the client. In the case of higher amounts of damage or loss, the bill will be paid by the insurance company, subject to their conditions.



Letting of a security deposit - deposit is also mandatory when a skipper is engaged. In that case, the deposited funds of the KRIŽNI VIJAK d.o.o. cannot be used to cover costs incurred due to skipper's negligence, his false estimation during the operation of the vessel and the usage of equipment.

The deposit amount depends on on the type of the vessel and is listed in the price list.

#### [Optional services, services on request](#)

#### Article 39

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:

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.

#### [Bunker fuel /heating and drinking water system on the vessels with installed running water system](#)

#### Article 40

The vessel is delivered with a full tank of fuel and water, drained faecal tank - if it exists.

The vessel must be returned with full fuel tank.

Concerning the bunker fuel, at the time of delivery, the fuel bill has to be submitted for review.

In the event that the vessel is returned with empty fuel tank and faecal reservoirs if such exist on the vessel, it will be extra charged .

We recommend the USER to check the location of the nearest petrol station and its working hours. During the season, the waiting lines at petrol stations are very long and you can wait for several hours, so it is advised to plan everything beforehand.

The main propulsion engine of a vessel always uses gasoline (PETROL; EURO SUPER 95), not diesel.

Auxiliary engine, outboard dinghy engine, SUZUKI 6, 6HP, propellant is gasoline (PETROL; EURO SUPER 95).

Auxiliary engine, outboard dinghy engine, MERCURI 3.3, propellant is gasoline (PETROL; EURO SUPER 95) mixed with two-stroke engine oil worth 1%.

The motor fuel is not diesel on any vessel.

#### [Boat mooring fees at marinas and concession bays, harbor taxes and other fees](#)

#### Article 41

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.**



## [Tickets for national parks, nature parks and the like](#)

### Article 42

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.

## [Transfers by land, e-g- from the airport, bus station, place of residence during vacations and the like](#)

### Article 43

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.

### **Parking**

### Article 44

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.

## **TERMS OF PAYMENT**

### Article 45

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 be taken over only if the amount of the reservation is paid in full. If the lessee does not pay 50% prior to the due date and does not do so even after the written warning, the reservation will be canceled.

By paying the reservation price, the lessee confirms that he agrees with the general terms and conditions of rent, as well as with the provisions of accommodation on the vessel, as indicated on these web pages provided to him on this occasion as well as the characteristics and equipment of the vessel. All the content published under these conditions represents a legal obligation both for the lessee and for the company KRUŽNI VIJAK d.o.o.

A copy of the skipper's license and the VHF license shall be sent at booking the vessel and the crew list at least one week prior to the takeover of the vessel.

The sojourn tax is paid by cash upon the confirmation of the submitted crew list in the base in the amount legally prescribed in HRK.

When making a reservation, you must clearly indicate in written form all the additional services that you would like to book so that they can be prepared in time. They will be charged according to the valid price list for the current year.



## CANCELLATION POLICY

### Article 46

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 47

The USER has the right to:

1. give up the service
2. withdraw from the service, but assign it to another user who has been nominated by him and who will take over 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. a refund of the amount paid, regardless of the reason for cancellation, subject to the restrictions and conditions defined in these General Terms and Conditions

### Article 48

- A. Any change begins with the submission of a written request / information.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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 49

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 officials and institutions authorized to do so.

It must be clear from the official documentation that the reason for non-arrival and non-acceptance of the contracted service was objective, previously unpredictable, urgent 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 50

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 51

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 52

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. Deposit insurance, which is paid 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 53

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 54

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**

### Article 55

1. Boat pick-up for weekly rental is on Saturdays after 16:00 (for CHARTER).
2. Pick-up for daily and multi-day charter is after 09:30.
3. During the takeover of the vessel, the USER undertakes to provide the representative of the SERVICE PROVIDER 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 radio station,
  - d. a certified original Crew list with all details of the persons who will be on board the vessel at all times.
4. USER and SERVICE PROVIDER during the takeover of the vessel:
  - a. inspect the vessel and inventory. Finally, with their signature, they confirm the authenticity of the inventory list and the condition of the vessel and equipment
  - b. payment is made:
    - i. other additional services reserved by the USER
    - ii. transit log: basic cleaning, gas and other
    - iii. accommodation tax
    - iv. 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 and these General Terms and Conditions.
5. The vessel shall be delivered with a full tank of propellant and water, emptied by a faecal tank, if any on board. Such a vessel must be returned. Proof that the fuel tank is full is proven by presenting an invoice from the gas station.
6. The water on the vessel is intended for washing, and for drinking the USER should provide additional drinking water in the required amount.
7. 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.  
Any concealed deficiencies or errors, which were not known at the time of delivery, as well as defects that occur after taking over the vessel, and which the SERVICE PROVIDER could not foresee, do not entitle the USER to request a reduction in the rental price.
8. 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. 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. 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.



If the client refuses the assigned skipper, he will be banned from sailing, the contract will be terminated and the paid amount of the reservation will be retained without the right of the USER to compensate for any damage they may have.

9. 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. list of port authorities,
  - e. list of petrol stations,
  - f. emergency telephone numbers and the like.
10. 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.
11. The USER will be charged for any loss or damage to the ship's documentation.
12. 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.



## **RETURN OF THE VESSEL / CHECK OUT**

### Article 56

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 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.

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.

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

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 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 faecal 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.



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

### Article 57

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..

### The basis for damages and additional costs based on damages

#### Article 58

- 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

Everything stated in the text is 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.



## 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.

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 has no right to claim compensation or any compensation during the time of the service that is interrupted for the purpose of translating the service in case of:

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 66.

he 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 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 charter agreement did not expire until the vessel returned to its home port at the agreed time and completed 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 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 deposit.

If the financial amount of costs cannot be accurately calculated during the check out procedure, the deposit will be retained in full.



If it is determined that the damage is greater than the 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 73

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 74

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 75

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.

#### Deposit refund

#### Article 76

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.



## Damage due to depreciation and other causes

### Article 77

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 persons on board, immediately, without delay, notify the SERVICE PROVIDER in writing.

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.

The SERVICE PROVIDER is obliged to remove the reported event within 24 hours of receiving the written notice.

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 guilty, the USER cannot expect a refund 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.

## COMPLAINTS / RECLAMATIONS

### Article 78

Complaints will be accepted only in writing on the day of taking over the vessel, and must be signed by the USER and the SERVICE PROVIDER. The complaint book is located in the official premises of the SERVICE PROVIDER.

The USER may request compensation only when during the return of the vessel (check-out) he submits a written objection / complaint also mutually signed by the USER and the SERVICE PROVIDER and submits documentation confirming this.

The USER who entered into the contract as a "last minute" trip at the last minute, has accepted all the risks of such a service. This service may contain uncertain and hidden facts which the SERVICE PROVIDER could not and cannot influence, whereby the USER is aware of the above and has accepted this service exclusively for a better price and therefore has no right to complaints and grievances.

PROVIDER could not and can not influence, whereby the USER is aware of this service and has accepted this service solely and for a more favorable price, and therefore has no right for complaints and reclamations.

The SERVICE PROVIDER shall not be liable for possible crowds in marinas, restaurants and the like, purity of the vessel and the level of service, climatic conditions, cleanliness and temperature of the sea, the unavailability of petrol stations, trade, the availability of medical care and the like, or anything that can be the cause to the displeasure of the USER and is not related to the service provided by the SERVICE PROVIDER.

The SERVICE PROVIDER unduly documented complaints will not be considered.

The SERVICE PROVIDER may recognize only those excise requirements that are related to the service that he gives himself.



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 79

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 80

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 81**

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 individual data, their verification is required in writing form.

### **Article 82**

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, Oktober 2020.