

GENERAL TERMS AND CONDITIONS

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GENERAL TERMS

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“. Prior to confirming the reservation and the advance payment, the USER is obliged to read and familiarize himself with the General Terms and Conditions, price list and service agreement which will be completed during the reservation. By confirming the reservation and by the advance payment, the USER also accepts all the above mentioned provisions of these General Terms and Conditions, pricelist and, in particular, the part defining penalty provisions. 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 concluding the agreement on the individual tendered services, the provisions of the General Terms and Conditions become mutually binding for both the SERVICE PROVIDER and the USER who shall implement them as well as all the other indispensable obligations during the use of the service in order to meet both parties.

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 and the USER has no obligation to provide the crew List.

Navigation area

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

Sailing is permitted only in the territorial sea of the Republic of Croatia.

During navigation, the coast is allowed for approach for mooring/anchoring, but it is not allowed to sail parallel to the shore at distances less than 150 m and glide at distances less than 300 m, which are legally defined distances.

The SERVICE PROVIDER warns that during the summer months, the area is often controlled by the naval police.

Obligations for the SERVICE PROVIDER

Article 6

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 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.

THE SERVICE PROVIDER is also obliged to provide the USER with all other information concerning the vessel and the area of navigation that the USER requests.

Obligations for the USER

Article 7

Prior to the decision on the selection and reservation of the vessel, the USER must take into account all the elements that he and his crew require from the vessel, or which vessel corresponds to the activities they plan to carry out during the lease. This applies also to the uninterrupted period of stay at sea and to the weather conditions.

Article 8

THE USER accepts the charter service starting on the day of delivery of a written confirmation of reservation and advance payment, i.e. total amount payment, depending on the USER's requirements.

By paying in advance, the USER accepts the provisions of the General Terms and Conditions and the Charter Party.

The Charter Party will be completed upon booking.

Article 9

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 submit the data at the time of booking, he/she is obliged to do so at the latest 7 days from the date of the booking.

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.

SERVICE PROVIDER shall prepare the vessel on the basis of this information as well as provide all the adequate safety belts.

Article 10

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.
2. SKIPPER OF THE USER is a person who, apart from documentation, has real nautical knowledge necessary for the management and navigation of a chartered vessel
3. SKIPPER OF THE USER must be familiar with the legal regulations of the host country, 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. Pets on board (dogs, cats, birds, hamsters, reptiles, snakes, etc.) shall not be permitted without the prior written notice of the SERVICE PROVIDER and his/her written consent
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
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. They shall not engage in the third parties vessel sublease in any other way
12. The vessel shall not be used for non-contractual purposes such as commercialization of transport of people and/or goods, participation in competitions, events and public gatherings, whether organized or self-guided
13. The USER AND THE SKIPPER OF THE USER shall not fish, dive and perform underwater activities without appropriate and legally defined permits
14. During navigation, the coast is allowed for approach for mooring/anchoring, but it is not allowed to sail parallel to the shore at distances less than 150 m and glide at distances less

than 300 m, which are legally defined distances. The service provider warns that during the summer months the area is often controlled by the naval police.

15. Emptying the faecal reservoir shall be carried out on the open sea and never closer than 2NM 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 andas 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 bord in order to determine whether there's all the necessary on bord, 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 5,000 rpm. The maximum speed is up to 4600 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 130%, 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.
26. 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.
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).
29. THE USER undertakes to immediately inform the SERVICE PROVIDER and the National Center for Search and Rescue at Sea (Tel.: 195) 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.).
30. THE USER undertakes to immediately notify the SERVICE PROVIDER when the loss, damage or malfunction of certain equipment oft he vessel is jeopardizing the health and life of persons on board and the safety of further navigation.
31. 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.
32. THE USER undertakes to provide the position of the vessel during the notification, by indicating the geographical position of he vessel.
33. 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.
34. 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.
35. 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.

36. 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.

37. THE USER alone is responsible for responsible for possible pollution of the marine environment during refuelling, as well as for all the penalties which could arise by this act.

38. 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.

39. 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.

40. 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:

- a. the disappearance of the vessel or any part of the vessel's equipment
- b. the disappearance of the equipment which was additionally included in the service such as an inflatable boat, auxiliary engine, and the like.
- c. seizure of the vessel by third parties
- d. seizure of the vessel or prohibition of navigation by state services
- e. prohibition of navigation by third parties etc.

41. The USER agrees that a service termination contract will be concluded at the same time when it is found that some member of the crew/passenger has crossed some of the applicable laws and regulations - in general the legal regulations of the Republic of Croatia. At the same time, the vessel would then be freely disposed to the SERVICE PROVIDER without any right to any form of compensation.

42. 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.

43. 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 11

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 case that, according to the assessment of the SERVICE PROVIDER the SKIPPER is not an adequate person for the vessel's operation, the SERVICE PROVIDER shall appoint another skipper who shall be paid by the USER in accordance with the price list.

EXTENSION OF THE LEASE

Article 12

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 13

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 14

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 at 9:00 and returning at 18:00 hrs.

Article 15

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 -

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 16

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. This agreement shall be completed during the time out of the trip.

Article 17

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 18

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 the 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 19

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 20

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

Article 21

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 22

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 23

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 24

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 HRK according to the mean exchange rate of the Croatian National Bank on the payment .

Charges are carried out in HRK according to the mean exchange rate of the Croatian National Bank on the 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 25

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, 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 26

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 27

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 28

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 29

Transit log

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

Article 30

Compulsory charges - cost

1. Sojourn tax for up to 8 days (with bed) and length of the boat from 5 - 9m amounts 210.00 HRK and is paid in cash at the check-in procedure. Only for the CHARTER service.
2. Special cleaning of the vessel is additionally charged according to the price list, by paying in cash during the check-out procedure in the case where pets were allowed and when pollution was caused by health problems, rough 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. Deposit is left in cash (HRK).

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 oft he vessel and is listed in the price list.

Article 31

Optional services, services on request

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

These include:

1. a skipper and the food and drink provided for the skipper
2. inflatable boat
3. inflatable boat outboard motor,
4. access to pets
5. WiFi
6. additional bedding
7. bath towels
8. the rest

These services are individually listed in the price list.

Article 32

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

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.

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

Article 33

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: By submitting the evidence that a night's accommodation was in the marina or concession bay, for example, buoys, an additional discount will be approved and calculated during the return of the vessel as a discount to the conscience and care both for the crew and the vessel.

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

Article 34

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 35

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, pieces of luggage, time of transfer and the distance.

Parking

Article 36

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 37

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% 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.

Upon the payment of 50% of 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/person/ day.

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.

Payment of 1st rate /advance payment can be effected in cash.

CANCELLATION POLICY

Article 38

Various possible reasons affect the USER's or SERVICE PROVIDER's reservation cancellation.

Upon the occurrence of the event, the party affected by the event shall immediately inform the other party in writing and agree upon the following steps. The date when the CUSTOMER SERVICE receives a notice of cancellation is considered to be the basis for the cancellation costs calculation which will be calculated as follows:

1. cancellation of reserved services made than two months before the date of the cancellation : 20% of the weekly rental price is kept
2. cancellation of reserved services made more than a month before the date of the cancellation : 50% of the weekly rental price is kept

3. cancellation of reserved service made within 4 weeks before the date of the cancellation : 100% of the weekly rental price is kept
4. if the vessel is booked for the same period of time, only the manipulative and other costs will be charged to the user up to 10% of the weekly rental price.

With prior written agreement with the SERVICE PROVIDER, the USER has the right to seek another user who will assume all of his rights and obligations. If this fails, the cancellation charges will be calculated and paid for as stated.

USER who, for objective reasons such as unfortunate cases of serious bodily injury, death in a family, acute illness with the need for immediate medical care, pregnancy disorders, military exercise, birth in the family and the like, withdraws from the rental service, paid amount will not be returned to him and the USER will be allowed to use the service in the next free term of the current or next year. In this case, the USER must submit a written evidence - documentation.

THE USER is suggested to make travel insurance as soon as he confirms the reservation.

The SERVICE PROVIDER excludes any liability that may arise from a failure to comply with the obligations of the SERVICE PROVIDER in case of force majeure such as war events, terrorist actions, vandalism, accidents and other cases that may incapacitate the vessel, strikes, natural disasters, including weather conditions unusual for an individual seasons, sanitary disorders, interventions of security and other state services, seizure or mobilization of vessels and the like.

The SERVICE PROVIDER will also be able to organize and offer the first free dates to the USER.

SERVICE PROVIDER in case of inability to dispose of the vessel for justified reasons (eg major damages on the vessel or lack of equipment or inventory incurred during previous reservations), shall offer the following options to the USER:

1. replacement vessel with the same or similar characteristics and equipment without delay or
2. refund of 100% of the paid amount
3. the same vessel, in the next date, for the current or next year

If, during the previous reservation/use of the vessel, parts of the equipment or inventory are lost or damaged and they could not be procured before the beginning of a new reservation or are not the same type per set, and if it is known that this event do not influence the safety of navigation, THE USER can not cancel rent or request a reduction in the reservation price.

VESSEL TAKEOVER / CHECK-IN

Article 39

The vessel takeover takes place on Saturdays after 5:00 pm.

During the takeover of the vessel, the USER undertakes to provide a passport/identity card, a skipper's license for both the VHF station and the certified original crew list with all the information on the crew and passengers on board and the term of the accommodation service to the SERVICE PROVIDER representative.

The vessel is provided with a full tank of fuel and water, discharged faecal tank if it exists on the vessel which must be returned in the same condition. The water on the boat is meant for washing, and the USER itself must provide additional drinking water in the required quantity.

During the vessel takeover, the USER, together with the SERVICE PROVIDER representative, inspects the vessel in accordance with the inventory list and confirms its existence and condition with its signature. The status of the vessel in its entirety, equipment, and inventory, as well as the status of all containers. THE USER has the obligation to carry out a full inspection, including the engine, equipment, as well as the instruments and do a physical check, for example, by turning them on. Subsequent complaints will not be accepted if the signature during the takeover determines the stability and correctness of vessels, equipment and inventory.

Any hidden defects or errors that were not known during the delivery, as well as any shortcomings that occurred after the takeover of the vessel, which the SERVICE PROVIDER could not foresee, do not give the right to the USER to request a reduction of the rental price.

THE SERVICE PROVIDER may ask the USER to demonstrate his knowledge and skills to the SERVICE PROVIDER's representative and give him an order to sail together for a test drive. The cost of the check is borne by the USER, which include the spent fuel and the time spent for the check. The cost of representatives of the SERVICE PROVIDER will not be charged. If it is concluded that the USER does not have sufficient knowledge and/or capability to operate the vessel, the SERVICE PROVIDER will appoint the crew and appoint the official SERVICE PROVIDER skipper at an additional charge according to the valid price list.

If the client refuses the assigned skipper, he will be banned from leaving, the contract will be terminated, and the paid amount of the reservation will be withheld without the right of the USER to compensate for any damage that may be caused.

THE SERVICE PROVIDER, after a successful inspection of the vessel with the USER, gives the USER the ship's license folder, license, registration, list of port authorities, list of petrol stations, telephone numbers in case of emergency, and the like.

THE USER is obliged to pay special attention to preserve the vessel's folder until the end of the rental, and to submit it to the officials such as the maritime police, port authorities and the like. In the event that the SERVICE PROVIDER is fined for the absence of complete documentation on the vessel, the SERVICE PROVIDER will charge the USER with the amount of the penalty from the deposited deposit.

RETURN OF THE VESSEL / CHECK OUT

Article 40

THE USER undertakes to return the vessel by Saturday at 9:00 am (in the morning), to the home port specified in the contract, and if it is not stated, it is always to be a home port. THE USER undertakes to exempt the vessel from personal and other items, equipment and the like that it has brought. The waste shall be unloaded and deposited in the defined places. The vessel shall be neat and clean, with a full fuel tank and a discharged faecal container if it exists on the vessel.

After this, the USER will require the vessel's SERVICE PROVIDER to return the vessel. THE USER is obliged to report any deficiencies of the vessel, equipment, and inventory including the losses.

Return of the vessel is a procedure whereby the PROVIDER OF SERVICES:

1. Carries out an inspection of the status of the vessel, its above water and the underwater parts
2. Inspects the inventory according to the inventory list, together with inspection of equipment and devices

3. Checks the fuel level in containers. The USER is obliged to submit the last fuel bill. If the fuel tank is not full, THE USER is charged for the amount of fuel that is missing increased for the fuel fill cost
4. Checks the discharge of the faecal container if it exists on the vessel. THE USER is obliged to return the vessel with the discharged faecal container that must be emptied on the open sea or the nearest 2NM from the coast. If the container is not empty, the USER shall be charged for its discharge according to the cost of discharging.
5. Completeness of the ship's folder.

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

The basis for damages and additional costs based on damages

Article 41

If the vessel is not returned in time, if it is found that there is a fine imposed on the official by the SERVICE PROVIDER and due to mistake or negligence of the USER during the lease, if during the inspection of the vessel the damage is noticed on the vessel, equipment or inventory, determined loss as well as the inventory according to the inventory list, if the fuel tank is not full, if the faecal container is not empty, the vessel is considered not to be clean and not prepared for the next user's boarding, THE SERVICE PROVIDER has a basis for collecting the damage done and the additional costs that have been caused thereby.

The additional cost is to ship the vessel to the nearest petrol station and the cost of embarking the fuel, to ship the vessel to the open sea and disembark the fecal tank, to further engage an official skipper, to ship the vessel to the nearest crane and to operate a crane or diver if it is suspected of the integrity and condition of the hull; the material of the authorized engine engineer if suspected of its inadequate use, the costs that will be caused by the inability to ship the vessel at the time of the next user, lost user trust, and the like.

All of the following is DAMAGE.

All of the above mentioned damages shall be fully compensated by the USER.

Article 42

THE SERVICE PROVIDER is not liable for damages or loss of any property of the USER or any member of the crew or passengers on board or any other assets deposited or saved on board on the premises of the SERVICE PROVIDER.

Personal items and any other luggage of the crew and of passengers are not insured, therefore it is recommended by the SERVICE PROVIDER that the USER, at his own discretion or independently, individually contracts with the insurance company.

LIABILITY CLAIM

Article 43

Liability CLAIM is carried out immediately, on the spot, up to the maximum deposit /caution money. THE USER undertakes that the DAMAGES that are above the amount of the deposit or the DAMAGES that are not covered by the insurance policy or by the insurance house are not recognized as insured,

for example, caused intentionally or through gross negligence, in person, will be immediately paid upon the establishment of their amount.

The determination of the amount is carried out according to the actual operating costs, materials such as authorized service accountants, marine bills and amounts of fines defined in the price list of SERVICE PROVIDERS, all costs arising from the payment of the SERVICE PROVIDER from third parties such as non-delivery of the vessels to the next customer at the time in which will also include the amount of lost profit, customer trust, and the like.

Article 44

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 b, 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 45

If the USER returns the vessel to a port that has not been contracted as a destination port and has not received a written consent from the SERVICE PROVIDER, the SERVICE PROVIDER undertakes to pay immediately, without charge, any costs associated with the use of a mooring, which is not a home port, the cost of transferring the vessel such as motor fuel, skipper and the like, as well as the prescribed penalty for the delay if it occurs, as well as all DAMAGES made to the SERVICE PROVIDER due to the non-dispatch of the vessel at the time for the next client, according to the valid price list.

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

[Deposit refund](#)

Article 46

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 47

If during the lease of the vessel, equipment or inventory is damaged or malfunctions due to normal depreciation or because of a hidden material malfunctions, THE USER has the right, but also the

obligation, the greater if it is an essential equipment for navigation, an event that jeopardizes the health and life of the crew, in order to protect the vessel from damages or loss, immediately and without delay, inform the SERVICE PROVIDER, organize repair of damage or malfunction in accordance with their knowledge and profession or with external assistance.

External assistance, assistance from an authorized service personnel is permitted by the SERVICE PROVIDER for up to EUR 200.00, and this amount will be refunded after submitting the account or a refund certificate after returning to the home port. Repairs above EUR 200.00 must be reported to the SERVICE PROVIDER prior to realization and written confirmation is to be obtained from it.

The list of authorized service personnel and their contacts are in the ship's register.

THE SERVICE PROVIDER undertakes to repair the defect within 24 hours from the receipt of the written notice.

If the damage or malfunction cannot be repaired on the spot, and the return to the home port is necessary, returning with the SERVICE PROVIDER must be organized in an urgent procedure.

The cost of lost days will be refunded to the USER only if the damage has been caused by the SERVICE PROVIDER, such as a failure to replace the equipment for which the replacement is defined by the manufacturer after the expiration of its validity period.

Concerning the damages for which the SERVICE PROVIDER is not and cannot be guilty, THE USER cannot expect the reimbursement for the service or any other compensation for the damage caused by this event.

The vessel remaining in the port for repairs caused due to inadequate use of the USER, is not entitled to money or any other compensation for the lost time or for anything else.

The vessel remaining in the port for repairs, and for which the USER did not cause the damage, shall be entitled to compensation on a pro rata basis (pro-rata basis), and no other fee in any form is possible.

COMPLAINTS / RECLAMATIONS

Article 48

Complaints will only be accepted in writing form on the day the vessel is delivered and must be signed by the USER and the SERVICE PROVIDER. The complaint book is located in the SERVICE PROVIDER room.

THE USER may demand compensation only when he/she makes a written objection/complaint signed by both the USER and the SERVICE PROVIDER and upon returning the documentation confirming them on the return of the vessel (check-out).

THE USER who made the contract as "last minute" - a trip at the last minute, has accepted all the risks of such a service. This service may contain uncertain and concealed facts that the SERVICE 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.

The complaint fee may be up to the maximum amount of the advertised part of the service. It can not include 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 49

THE USER grants the use of his personal data to the SERVICE PROVIDER voluntarily.

Personal data of the USER given to the SERVICE PROVIDER are legally necessary for the process of service realization.

The service provider

The SERVICE PROVIDER can, on demand and knowledge of the USER provide these data to third parties when the data is used for the purpose of contracting insurance against the risk of cancellation, insurance against accidents and illness, insurance against the risk of damage and loss of luggage and voluntary health insurance during the journey.

The USER grants the right for the SERVICE PROVIDER to use his personal data for the purpose of the marketing services of the SERVICE PROVIDER.

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

The USER can at any time cancel the retention of his data in a written request, after which the data will be permanently deleted by the SERVICE PROVIDER.

ARBITRATION

Article 50

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 51

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 52

THE USER And the SERVICE PROVIDER agree to confirm the reservation and payment of the 1st installment, advance or full amount, together with all the provisions of the valid provisions of the General Terms and Conditions, as well as the provisions of the service agreement and price list of services, that their provisions are in their content clear and they accept them as such in their entirety without discussion at least until the termination of the service, or the end of the dispute in case it happens.

SERVICE PROVIDER

KRIŽNI VIJAK d.o.o. for construction,
nautics, and tourism

In Zadar, April 2019.