

GENERAL CONDITIONS FOR CRAFT RENTAL

Contractual Parties

The rental contract is signed between the Pixma Service Center and Trade owned by Vedran Rinčić, OIB: 75204701197 (hereinafter referred to as the Lessor), and the Lessee (hereinafter referred to as the Customer), possibly through an authorized agency.

Payment, Cancellation and Customer's Calling off the Craft Rental Contract

If not otherwise stipulated by the Craft Rental Contract, the Customer is obliged to settle the stipulated booking fee within three (3) days upon the signing of the contract, whereas the remaining contracted amount is to be settled twenty (20) days prior to the rental commencement (possibly through an authorized agency).

In emergency situations the Customer is entitled to cancel the craft rental four (4) days after the date of the signing of the contract in which case the Lessor is obliged to return the paid amount without delay (possibly through the agency as above).

If it is not possible for the Customer to adhere to the stipulated rental period, the Customer is obliged to notify the Lessor about the occurrence thereof, without delay. In the case that the Lessor is successful in realizing a replacement rental option under conditions equal as stipulated herein, the Lessor shall return to the Customer the settled amounts reduced by the expenses caused in the process amounting to the minimum of twenty (20) percent from the stipulated rental price. Otherwise, the Lessor is entitled to withhold the entire contractual amount (the Customer is advised to provide for the cancellation expenditure insurance coverage).

If the Customer (and/or the agency) fails to settle a stipulated instalment within the agreed time, the Lessor is entitled to cancel the rental contract unilaterally. The Lessor will reimburse the amounts already settled only if a replacement rental option has been realized reduced by twenty (20) percent on account of the process expenditures.

Lessor's Obligations

The Lessor shall hand over to the Customer the craft in clean and operational condition with full fuel tank and water reservoir and provided with the equipment as listed and in accordance with the price list. If it is not possible for the Lessor to hand over the craft within the stipulated time (on account of e.g.: average, reduced safety and maritime properties as the consequence of a preceding rental), the Lessor may offer to the Customer an adequate replacement craft. The Customer will be entitled to the reimbursement only if the replacement craft is proved to be damaged.

Customer's Obligations

- Observe the good maritime crew practice.
- Control the crew/passengers and have experience sufficient to run the rented craft (or possibly engage a qualified skipper with appropriate characteristics); produce skipper's licence or similar equally valid. If the Customer or the skipper cannot produce valid licence for running the craft, the Lessor is entitled to retain the handover of the craft to the Customer, withholding the settled rental amount, or to engage a qualified skipper at the Customer's expense.
- Not to navigate beyond the territorial water of the Republic of Croatia, and observe the valid regulations of the Republic of Croatia; not to use the craft for advertising and promotion, not to host foreigners without obtaining written approval of the Lessor, not to put the craft at disposal of third persons; not to load and/or keep aboard perilous or forbidden matters.
- Not to perform any changes on the craft and/or on the equipment of the craft.

- Keep the craft and the equipment in operational condition, use only appropriate footwear on board (yachting footwear), before departing learn about the characteristics of the relative navigation area and check the expectations on relative weather conditions.
- At perilous weather forecast do not leave protected mooring or port.
- Return the craft in neat and operational condition filled with fuel and water or else the Lessor will compensate the Lessor is entitled to cover the cost of fuel and refuelling, as well as the possible repairs from the deposit.
- Should damages, crashes or similar extraordinary events occur, the Lessor is to be notified by telephone without delay. A statement/minutes/protocol is to be written and verified by competent services (port authorities, physician, police and similar).
- In cases of average or similar incidents, by all means, the craft is, to be towed by her own lines and no cost bargaining over towing or salvaging is to take place.
- The condition of the craft at taking over and return is to be checked in compliance to the list of equipment and verified by signature. Immediately after departure all the installations and instruments on board are to be checked. If any defect is manifested, the craft is to be returned to the port and the Lessor is to be allowed an appropriate period of time to carry out repairs. If immediate return does not occur, the Customer confirms that the craft has been taken over in impeccably operational condition.
- Prior to taking over the craft, the contract with the Lessor is to be signed.

Repairs and Checking the Engine and Bilges Area

For repairs exceeding 50,00 € (fifty euros) the Lessor's approval is to be obtained. The replaced parts must be saved. The indispensable expenses for repairs and replaced parts due to wear and tear and hidden material failures shall be reimbursed by the Lessor on the basis of the valid receipt.

The customer is obliged, particularly if a longer term rental is concerned, to perform regular checks of the level of lubricating oil in the propulsion engine, as well as of the bilge condition. Damages caused by engine operating without lubricator are not covered by insurance and will be borne by the Customer.

Customer's Cancellation or Rental Price Reduction on Account of Delayed Handover or Malfunction

If the Lessor fails to hand over the contracted or replacement craft, the Customer is entitled to cancel the rental not before 24 hours upon the stipulated time, whereas the Lessor is obliged to reimburse the entire settled rental amount. For stipulated two and/or three week rental period, the right to cancel the rental is postponed and remains valid for 24 hours per stipulated week.

Additional claims of the Customer, with the exception of the Lessor's excessive negligence, shall not be considered. If the Customer does not annul the rental contract, the Customer is entitled to claim rental price reduction for days when the craft could not be used.

Craft or equipment imperfections not affecting the navigational and safety characteristics of the craft may not be the cause for the Customer's annulment of the rental contract. In such cases the rental price reduction is not plausible.

Lessor's Liabilities

The Lessor is responsible to the Customer and the crew/ passengers thereof only in the case of excessive negligence of the Lessor.

The Lessor is not responsible for damages caused by the faulty or deficient nautical set provided on board the craft (eg.: nautical maps, compass etc.).

Reimbursements in favour of the Customer due to the damages caused during the rental duration by the Customer's mistake or of a third person will not be plausible.

Agent's Liabilities

As a mediator, the agent is responsible for gross negligence in relation to the contract signed with the Lessor, and to the subject General Conditions for the Craft Rental, as well as for failing to observe provisions covering agent's mediating services.

Customer's Liabilities

The Lessor is not responsible for damages caused towards third persons caused by Customer's activities or failures. In such cases the Customer is liable for all private and penal consequences, as well as for the expenditures related to the court proceedings in the Republic of Croatia and abroad.

The Customer takes over the craft at the Customer's sole responsibility.

If for any reason whatsoever the Customer abandons the craft at a location different from the one agreed by the contract, the Customer will bear all the expenses incurred for the return of the craft either by sea or by land to the port of registry. Should the return of the craft take longer than the time agreed in the contract, the craft will be considered rented by the Customer until the arrival of the craft to the port of registry.

The Lessor is entitled to charge the Customer for the loss caused by the Lessor's failing to effectuate the next craft rental due to the delayed return of the craft by the Customer.

Since the insurance policy stipulated between the Lessor and the Insurer does not relieve the Customer from the responsibility for the damages caused by excessive negligence, failure to observe the regulations of the Republic of Croatia and/or the rental contract provisions, whereas the insurance policy does not cover such incidents, the Lessor is entitled to charge them to the Customer. The stated provisions are constituent part of the rental contract. The assessed proportion of such expenditures will be borne by the Customer and it may not necessarily adhere to the amount of the settled contract deposit. The damages and losses are estimated by the Lessor who takes away the estimated amount from the deposit. Damages not covered by the deposit or insurance shall be reimbursed to the Lessor by the Customer. When the craft is handed over back without any damages whatsoever, the Lessor will return the deposit to the Customer without delay and in full amount.

(Extended obligatory skipper insurance is recommended, as it covers the obligatory insurance within and among the crew and reimbursements and/or damages caused on the hired craft on account of verified gross negligence including the coverage for the damage consequences.)

The extension of the rental duration is possible only upon the written acknowledgement of the Lessor is obtained. If evident errors in rental calculation or additional expenses occur, the Lessor and the Customer are mutually entitled and obliged to correct the rental price appropriately according to the valid price list, whereas other contractual provisions remain unchanged.

Informal agreements become valid exclusively after the written acknowledgement by the Lessor is obtained.

The impracticability of one provision shall not affect the validity of the contract as a whole. The contractual parties agree to see to it that the impracticable provisions be replaced by corresponding feasible options.

Jurisdiction

For possible disputes between the Agent and the Customer the local court for the Agent's domicile will be competent. For possible disputes between the Lessor and the Customer, or between the Lessor and the Agent, the local court for the Lessor's domicile will be competent.

In Trogir, January 2019

