



GENERAL TERMS AND CONDITIONS - onboard accommodation services

PICARDI d.o.o. (hereinafter: BOAT AND YACHT CHARTER MARILLA) specialises in providing nautical vacation services and, in accordance with these General Terms and Conditions, ensures its clients the service of one day or several days onboard accommodation services for economic purposes for vacation and recreation. Boat and Yacht Charter Marilla guarantees that all of its vessels are technically seaworthy, professionally maintained, suitable for navigation and are in possession of a navigation licence, i.e., a yacht navigability licence. The person who confirmed the booking, i.e., deposited the advance payment (hereinafter: The Client) shall enter into a legal relationship with Boat and Yacht Charter Marilla and thus, confirm that he/she agrees to these General Terms and Conditions. Everything published in these General Terms and Conditions constitutes a legal commitment, both for the Client and Boat and Yacht Charter Marilla. These terms are the basis for resolving possible disputes that occur between the Client and Boat and Yacht Charter Marilla. The Client shall provide all data, that must be true, required by the booking process during the booking.

PRICE AND PAYMENT TERMS

The prices of onboard accommodation services are published in Euros (€) in the currently valid price list of Boat and Yacht Charter Marilla. When paying for the agreed service, the calculation uses the middle exchange rate of the Croatian National Bank on the payment date and includes value-added tax in the amount prescribed by legislation currently in force. Boat and Yacht Charter Marilla retains the right to amend the price list without prior notice and it shall enter into force on the date of its publication on the official websites of the company (<http://www.marilla-rentaboat.com>). The mentioned prices include a seaworthy, clean vessel with filled fuel tanks, the use of the vessel and devices, compulsory and comprehensive vessel insurance, insurance pursuant to the conditions of an individual insurance policy for a specific vessel, a berth in its home marina and a navigation licence. The mentioned prices for onboard accommodation services do not cover the costs of the marina during the rental, port dues, fuel and other supplies' costs, car parking and crew insurance. The price of the onboard accommodation services also does not include the travel insurance "package": insurance from the risk of accident and illness while on travel, insurance from the risk of damage and loss of baggage, as well as voluntary health insurance. In order for the Client to exercise the right to prices from the valid price list and in order to confirm the requested booking of the vessel, the Client shall deposit and advance payment in the amount of 20% of the total amount of the rental, 30% of the total value of the rental shall be deposited 4 weeks, and the remaining 50% of the total amount the Client is obliged to pay 2 weeks before the agreed lease term date, whereby the Client has the possibility to prepare crew members in time, pay the travel and health insurance, and do similar actions.

The Client can take over the booked vessel and use it solely under the condition that he/she has executed all monetary deposits in accordance with the booking process, which is proven with an invoice issued by Boat and Yacht Charter Marilla and under the condition that he/she has fulfilled all other conditions and obligations provided by these General Terms.

CANCELLING THE BOOKING OF THE GUEST ACCOMMODATION SERVICE ON THE VESSEL

If the Client wishes to cancel a confirmed booking of the vessel, he/she must do it in writing by (e-mail or registered post) to the address of Boat and Yacht Charter Marilla highlighted on the official websites of the company. The date on which Boat and Yacht Charter Marilla receives a written notice of cancellation represents the basis for calculating cancellation costs in the following manner:

- for cancellation of up to six months before the start of the service, Boat and Yacht Charter Marilla charges 30% of the total price. The rest of the money is returned to the Client at his own expense.
- for cancellation from six months to a month before the start of the service, Boat and Yacht Charter Marilla charges 50 % of the total price. The rest of the money is returned to the Client at his own expense.
- for cancellation within one month before the start of the service, Boat and Yacht Charter Marilla charges 100% of the total price, considering that in that case it is considered that the Client has not given up on consuming the service and therefore retains the right to refer the service of using the vessel to another user
- for cancellation after taking over the vessel, Boat and Yacht Charter Marilla retains 100% of the total price and charges all costs that can arise from the cancellation to the Client. If the Client that cancels a rented vessel finds a new user for that same booking on his own during the cancellation of the booking, and that person is ready to take over his rights and obligations, Boat and Yacht Charter Marilla shall only charge the difference between the original agreed price and the actual price that is agreed with the new user to the Client. In that case, the Client shall also deliver a statement that he/she has not used the travel insurance policy to retrieve his deposit to Boat and Yacht Charter Marilla.

Boat and Yacht Charter Marilla shall exclude any responsibility in case changes or defaults on paid services or parts of services occur due to force majeure events (war, unrest, strikes, terrorist activities, sanitary disturbances, natural disasters, interventions by competent authorities and similar events).

TAKING OVER THE VESSEL (CHECK-IN)

Boat and Yacht Charter Marilla undertakes to hand over a seaworthy and completely equipped vessel with a full fuel tank, clean and neat, ready for navigation to the Client. The Client has an unconditional obligation to deposit at the Yacht and Boat Charter Marilla a monetary amount for APA. APA (Advance Provisioning Allowance) is the amount of the price of charter paid by the Client together with the amount



for the lease of the vessel, which includes fuel and accompanying costs for the vessel and its inflatable boat, as well as all harbour, customs, operating costs and other additional costs for the yacht, crew, Client, and guests during the entire charter period. The Client shall be advised by the captain after each shorter period regarding the payment of APA, and the Client shall, if the remaining amount is insufficient, pay to the captain a sufficient amount of money for current costs in order to maintain credit balance. Prior to landing, before the end of the charter, the captain shall provide the Client with a detailed insight into the costs with a number of receipts as large as possible, which confirm the costs, and the Client shall pay to the captain the remaining amount for the costs, or the captain shall pay to the Client the remaining unspent amount. If the Client, without prior notice, does not take over the vessel even after 24 hours have passed from the agreed takeover time, Boat and Yacht Charter Marilla has the right to unilaterally terminate the contract on the use of the vessel to the sole expense of the Client and the Client has no right to subsequently claim any monetary amount on the basis of the termination of the contract.

If, for any reason whatsoever that cannot be attributed to force majeure, Boat and Yacht Charter Marilla is not able to hand over the booked vessel to the Client at the agreed time and on the agreed place, Boat and Yacht Charter Marilla has a time period of 24 hours to place another vessel with similar characteristics at the disposal of the Client. Should Boat and Yacht Charter Marilla not succeed at that, the Client can terminate the contract and has the right to restitution of all executed payments. If the Client decides to wait for a replacement vessel outside of the agreed vessel takeover deadline (24 hours), he/she can claim an amount equivalent to the value of the daily use of the vessel for the number of days during which he could not have the vessel at his disposal (contractual penalty). Boat and Yacht Charter Marilla is not liable for an amount larger than the agreed vessel price, while the Client waives his right to claim damages for the caused inability to hand over the agreed vessel at the agreed time and at the agreed place. Possible complaints are submitted only in writing and before the start of the trip. Possible hidden shortcomings and defects of the vessel and/or equipment that Boat and Yacht Charter Marilla could not have been aware of when handing the vessel over, as well as defects and malfunctions that occur after the vessel has been handed over, which Boat and Yacht Charter Marilla could not have foreseen, do not provide the Client with the right to request a decrease in the rental price. The discrepancy between the equipment and the inventory of the vessel with the inventory list that the Client received when booking does not provide the Client with a basis to request a decrease in the agreed price or a basis to claim damages - subject to the condition that the safety of navigation has not been put in jeopardy. The vessel has been handed over to the Client with all valid documents necessary for renting (permit, registration, ...), as well as other attachments from the ship's folder (a list of Harbour Master's Offices, gas stations, ...). Irregularities, instrument discrepancies or similar problems with the equipment and inventory do not provide the Client with the right to refuse to check-in, stop the trip and request the restitution of the paid price and/or deposit, under the condition that correct navigation has been made possible through classic methods and if the safety of the ship and the crew guarantees good navigation.

Boat and Yacht Charter Marilla has the right to refuse to hand over the vessel into the possession of the Client in case:

- when the accommodation has not been paid in full
- when the Client does not have all the necessary documents: passport/ID.

If the Client wishes to extend the duration of the onboard accommodation services, he/she has to contact Boat and Yacht Charter Marilla regarding that and request written consent for a new time and place of the vessel's return. The contracted onboard accommodation service is considered to be extended only at the moment when the Client receives written consent for the extension of used service from Boat and Yacht Charter Marilla.

VESSEL RETURN (CHECK-OUT)

The Client undertakes to return the vessel in the agreed time on the last day of the agreed use of the vessel for passenger accommodation to the destination port determined by the contract, neat and clean, with a full fuel tank, prepared for further navigation, i.e., in the same condition as when he/she took it over. Unfavourable weather conditions are not a valid reason to exceed the agreed return deadline. When the Client exceeds the agreed deadline, he/she guarantees that he/she will pay an additional 20% of the rental price for each delay up to 2 hours, for each hour of delay. For delays that exceed 2 hours from the agreed hour for the return of the vessel, the Client shall pay the daily price for the use of the vessel for each following started calendar day. The Client bears all expenses incurred to Boat and Yacht Charter Marilla. Deviations from this rule are possible but solely if previously agreed between the Client and Boat and Yacht Charter Marilla. In case the vessel has been returned to a port that has not been agreed as the destination port, Boat and Yacht Charter Marilla retains the right to charge all incurred expenses of transferring the vessel to the agreed destination point and the contractual penalty of 20% of the agreed price for each hour of delay.

Boat and Yacht Charter Marilla shall charge for refuelling, as well as charge for the refuelling service in the amount of 200 EUR - Zadar base, in case the Client does not return the vessel with full tanks. In case the vessel has been returned dirty and untidy, Boat and Yacht Charter Marilla shall charge for the price of special cleaning from the deposited amount, as well as handling costs caused by the need to hire a cleaning service.

CLIENT'S OBLIGATIONS

The Client undertakes and states that:



- 1 week prior to the beginning of the lease the latest, deliver to Boat and Yacht Charter Marilla a Crew List with full names, addresses, dates and places of birth, citizenship, as well as the type and number of a valid identification document
- he/she shall have valid travel documents. The expenses of the loss or theft of the documents during the period when the vessel is in use shall be borne by the Client
- he/she shall review the printed materials that have been prepared on the ship
- he/she shall diligently and carefully handle the inventory and the equipment and that he/she shall behave responsibly in all respects
- he/she shall navigate within the borders of the territorial waters of the Republic of Croatia. Leaving the territorial waters of the Republic of Croatia is possible only with the prior written consent by Boat and Yacht Charter Marilla.
- he/she shall navigate solely in safe weather conditions and with good visibility and that he/she shall avoid obvious dangerous areas.
- he/she shall adjust the navigation to weather conditions and the capabilities of the crew.
- he/she shall not leave the port or anchorage if the vessel or a certain piece of the equipment that is important for the safety of the navigation is not functioning.
- he/she shall not leave the port in case the port authorities have prohibited navigation, i.e., issued a ban on departing and in case of insufficient fuel reserves.
- he/she shall not use the vessel for commercial purposes (transport of goods and persons for a fee), professional fishing and similar activities.
- he/she shall not sublease nor make it available for the use of a third person.
- he/she shall not allow the boarding of a larger number of persons on the vessel than the foreseen number of persons on the vessel, and that no person who isn't on the Crew List shall stay on the vessel
- he/she shall not participate in regattas or vessel races without the written consent of Boat and Yacht Charter Marilla.
- he/she shall not tow another vessel and that he/she shall undertake all preventive measures with the aim of avoiding a situation in which the used vessel would have to be towed.
- If the vessel needs to stay in port due to repairs caused by an event that cannot be attributed to the intention or gross negligence of Boat and Yacht Charter Marilla, the Client is not entitled to claim damages if the repair does not exceed 1/4 of the onboard accommodation period. Otherwise, the Client has the right to compensation on a pro-rata basis. No other compensation from Boat and Yacht Charter Marilla is possible on this basis.
- If there is reasonable doubt that the vessel has been damaged on its underwater part during the accommodation services, the vessel must be brought to the nearest port in order for an underwater inspection of the vessel to be conducted and, if necessary, for the lifting of the vessel to dry land to be organised.
- he/she shall board pets (dogs, cats, birds, ...) on the vessel only with prior written approval from Boat and Yacht Charter Marilla. Bringing pets to vessels is not allowed. Exceptions are possible according to a previous agreement.

Substantive and criminal liability for actions contrary to obligations undertaken in this document is borne and assumed solely by the Client himself/herself, even after the onboard accommodation services period has expired. Boat and Yacht Charter Marilla retains the right to charge and collect all material and non-material damages incurred by the Client and his passengers breaching the above-mentioned obligations.

THE OBLIGATIONS OF THE VESSEL MASTER

The skipper who takes over the function of the vessel master has the necessary maritime knowledge and skills and a valid ship master's certificate for the open sea, as well as the GMDSS General Radio Operator's Certificate if that is the condition of the vessel category. If the Client does not accept the assigned skipper, Boat and Yacht Charter Marilla has the right to ban the ship from departure, terminate the contract to the sole expense of the Client and keep the total deposited rental price. The Client does not have the right to claim damages.

VESSEL INSURANCE



The vessel has been insured for damages caused to third persons and against the liability of third persons (compulsory insurance). The vessel is also insured under comprehensive insurance in the reported value of the vessel for risks in accordance with the insurance policy.

PERSONAL DATA PROTECTION

Pursuant to the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation), Boat and Yacht Charter Marilla applies the principles from the Regulation in question in their entirety (hereinafter: The Regulation). Personal data is any data that is related to an individual whose identity has been established or can be established ("data subject"); an individual whose identity can be established is a person who can be directly or indirectly identified, particularly with the help of identifiers such as the name, identification number, location information, online identifier or with the help of one or more factors inherent to the physical, physiological, genetic, mental, economic, cultural or social identity of that individual. Within the scope of its activities, Boat and Yacht Charter Marilla collects, uses, forwards, and otherwise processes the personal data of its clients, employees, and business partners and other individuals whose identity can be directly or indirectly established (hereinafter: Data subjects). Depending on the nature of the joint business or other relationship, Boat and Yacht Charter Marilla can dispose of various personal data of the Data subjects. That includes identification and contact data, financial data, transaction data, data on agreed-upon services and products, invoices, correspondence with Boat and Yacht Charter Marilla and documented data (e.g., copy of the ID, passport, certificate of professional competence, credit cards and similar data), as well as publicly available data. Boat and Yacht Charter Marilla processes personal data and can only use them for the purposes for which they were collected.

Personal data processing is allowed only and to the extent to which at least one of the following principles has been fulfilled:

- the processing is necessary in order for Boat and Yacht Charter Marilla to comply with its legal obligations.
- the processing is necessary to perform a contract in which the Data subject is a contracting party or in order to undertake actions requested by the Data subject before concluding a contract within the scope of Boat and Yacht Charter Marilla's activities.
- the processing is necessary for the needs of legitimate business interests of Boat and Yacht Charter Marilla or a third party, except when the interests or fundamental rights and freedoms of the Data subject that require the personal data to be protected are stronger than those interests.
- the Data subject has provided explicit consent. Boat and Yacht Charter Marilla undertakes to process personal data in a legal, fair, and transparent manner in relation to the Data subject, to collect them for particular, explicit, and legal purposes and not to process them further in a manner that is not in accordance with those purposes nor is further processing for the purpose of archiving in the public interest, for the purposes of scientific or historic research, or for statistical purposes. The data that Boat and Yacht Charter Marilla legitimately processes are collected from Data subjects when entering into and during the business relationship, during the conversation with the Data subject in the agency's office, when using the websites of Boat and Yacht Charter Marilla, in electronic messages and mails and other documents, when concluding an employment contract with the employees of Boat and Yacht Charter Marilla and while performing other activities for which Boat and Yacht Charter Marilla is authorised. In cases where personal data are not obtained directly from the Data subject, Boat and Yacht Charter Marilla undertakes to additionally provide the information on personal data categories in question, the source of personal data and whether they were obtained from public sources to the Data subject. The mentioned information shall be provided to the Data subject within a reasonable deadline, depending on the circumstances of each particular case. In certain cases, Boat and Yacht Charter Marilla can request the consent of the Data subject in order to process personal data for certain purposes. When the processing of personal data is based on the consent, the Data subject can withdraw the given consent at any moment but that will not affect the legality of the processing that was based on the consent before its withdrawal. The withdrawal of the consent is possible in the same manner as it was provided.

The fundamental rights of the Data subjects whose personal data are processed are:

- The right to be informed on the collection and any further personal data processing.
- The right to withdraw the given consent for personal data processing and to request the termination of personal data processing.
- The right to review the personal data that is in databases.
- The right to correct, add or delete personal data that can be found in databases if the personal data is incorrect or incomplete.
- The right to object to data processing for marketing purposes
- The right to lodge a complaint with the competent regulatory body
- The right to lodge a complaint regarding the collection and processing of personal data in which case Boat and Yacht Charter Marilla can no longer process data unless it can prove that there are compelling legitimate grounds for processing prescribed by the introductory Regulation or positive legislation of the Republic of Croatia that supersede the interests, rights, and freedoms of the Data subjects or for the



purpose of submitting, exercising, or defending legal requests. The Data subject has the right to obtain the deletion of all personal data that are related to him without undue delay and the data controller has the obligation to delete personal data without undue delay if one of the conditions provided in Article 17 of the Regulation has been met (the right to be forgotten). If Boat and Yacht Charter Marilla has an explicit and voluntary consent of the Data subject, Boat and Yacht Charter Marilla can use personal data to inform Data subjects about its products, services, and offers for which it determines that they are potentially important or interesting to them. Boat and Yacht Charter Marilla enables the Data subject, at any moment, to request from it to stop sending marketing messages to the Data subject.

Boat and Yacht Charter Marilla must safeguard the personal data of the Data subject in accordance with the legislation governing the obligation of keeping certain category of data for a longer or shorter time period. In accordance with its objective possibilities, Boat and Yacht Charter Marilla undertakes the corresponding technical and organisational measures to ensure the necessary personal data protection. These measures regard, in particular, the computers (servers and work on computers), networks and communication links, and applications. Only authorised employees of Boat and Yacht Charter Marilla that are familiar with the data secrecy conditions are included in their processing. They are forbidden from using that data for personal purposes or make them available to any unauthorised party. In this context, unauthorised parties are also considered to be employees to whom access to that data is not necessary to fulfil their work obligations. The confidentiality obligation is also valid after the employment has been terminated. In accordance with the right from the Regulation, if the Data subject has any inquiry regarding how Boat and Yacht Charter Marilla uses his/her personal data or wishes to lodge a complaint regarding the personal data processing, he/she can contact Boat and Yacht Charter Marilla in writing to the official address of the Company or through a publicly indicated official e-mail address marilla.zadar@gmail.com. Boat and Yacht Charter Marilla undertakes to respond to every complaint or inquiry related to the personal data of the person submitting the inquiry/complaint in the shortest possible objective deadline.

COMPLAINTS

Each Client has the right to a complaint in case he/she considers that the services have been provided incompletely and/or poorly by Boat and Yacht Charter Marilla. The Client can claim a proportionate compensation only if he/she submits a written complaint when returning the vessel (check-out) and attaches all accompanying documentation. The written complaint must be signed by both parties, by the Client and the representative of Boat and Yacht Charter Marilla. Subsequently received and incompletely documented complaints shall not be considered by Boat and Yacht Charter Marilla. Boat and Yacht Charter Marilla shall bring a written decision regarding the received complaint within 15 days of its receipt. Boat and Yacht Charter Marilla can, with the prior written consent of the Client, postpone the deadline for deciding on the complaint by 7 additional days at most, due to the collection of information and verification of the statements in the complaint from persons that are directly or indirectly involved in the complaint. The Client waives the right to intercession by any other person, the arbitration of UHPA, the court or providing information to mass media until Boat and Yacht Charter Marilla has not brought a decision regarding the complaint. The maximum compensation per complaint can amount to the amount of the advertised part of the services, but it cannot include services already used or the entire price of the rental. This precludes the Client's right to non-material damage compensation. The Client cannot consider Boat and Yacht Charter Marilla liable for unfavourable climate conditions, the cleanliness and temperature of the sea in navigation destinations and all other similar situations and events that can cause the Client's dissatisfaction and do not directly concern the quality of the rented vessel (e.g., polluted sea, bad weather, poorly landscaped beaches, large crowds, theft, or damage to the property and similar events).

DISCOUNTS

Discounts do not add up in the case of parallel promotions. Discounts do not apply to last-minute offers.

LEGAL TERMS

If the Client is not satisfied with Boat and Yacht Charter Marilla's solution and is not able to find a peaceful and mutual solution with it, the Client has the right to initiate legal proceedings. In such a case and other cases of disputes between the Client and Boat and Yacht Charter Marilla, the jurisdiction of the competent court in Zadar is agreed with the application of the legislation of the Republic of Croatia. These General Terms and Conditions enter into force on their date of publication on the official company's websites (<http://www.marilla-rentaboat.com>) and is considered as being made available to all third parties on the date of their publication. Any amendment or supplement to these General Terms for the onboard accommodation is possible and valid solely if it is made in writing. By confirming the booking and depositing the agreed price, the Client confirms his/her agreement with the above-mentioned conditions, regardless of whether he/she has read and understood them. These General Terms and instructions for the trip exclude all previous terms and instructions on the trip. These General Terms bind all clients regardless of whether they confirmed their booking directly through Boat and Yacht Charter Marilla or an authorised agent. No one can invoke the circumstance that these General Terms were not known and/or interpreted to him/her.