

## TERMS OF LEASE

### 1.LEASE RATES

Lease rates include the use of boats and equipment.

Lease rates do not include local taxes, port taxes, other possible taxes, and fuel.

### 2.TERMS OF PAYMENT

-If the vessel with complete equipment, is leased through an online booking service, the vessel can be used only after the downpayment has been processed (by reservation **50% of the total price of the vessel lease, and the rest, 4 weeks prior to the beginning of the lease.**)

-If the reservation is made at the lessor in Crikvenica, the leased vessel can be used only after paying the full price (100% of the lease price).

### 3.TERMS OF CANCELLATION

If the reservation is made through an online booking service, and the Client, no matter what the reason may be, cancels the lease, he (client) can pass his rights and obligations to another person of his own choosing, or if that is not possible, and the lease is cancelled, the reservation will be canceled as follows:

3.1.In case the cancellation is made up to four weeks prior the lease (vessel takeover), the client loses the amount he payed in advance (50% of the full lease price);

3.2.In case the cancellation is made within the four weeks prior the lease period, the client loses the full amount (total price of the lease). Bad weather conditions can not be a valid term for a refund. The TS NAUTIKA company is not obligated to give out weather conditions information, but however we are at the client disposal for consultation. Safe route planning is advised.

### 4.VESSEL TAKEOVER

The lessor will provide only fully equipped vessels, fully fuelled and in good condition.

It is expected that the vessel should be returned in the same condition. The vessel is handed in the time agreed (**for the vessels with accommodation, the takeover is at 19:00h and the return is at 09:00h, and in case of daily vessel lease without accommodation, the takeover is at 09:00h and the return is at 19:00h**) and at the location agreed by the lessor and the client. In case the client proves to be a no show within the 24h, the lessor has the right to cancel the agreement and make the vessel available to other potential clients. The client has no right to a refund. In case the lessor, whatever the reason, does not provide the vessel to the client at the time and location agreed, the client can ask for a refund for those days he was not able to use the boat. In case the lessor can not provide the vessel at the time and location agreed within the 24 hours, or if the lessor can not provide a vessel of the same or better features in exchange, the client has the right to cancel the agreement and the right to a refund. Any other rights for a refund regarding this case is excluded (hotel accommodation, transfers etc.). The client is obligated to be accompanied with an TS NAUTIKA employee for the vessel takeover, where the client and the TS NAUTIKA employee will carefully check the state and condition of the vessel and its equipment, following the check list. All the possible hidden defects of the vessel and/or its equipment, which at the time of the vessel takeover could not have been known to the lessor, as well as the defects incurred after the vessel takeover, can not be used as a good cause for the client to reduce the price of the lease. If further driving of the vessel is not possible for whatever reason, or if an overdue is inevitable, the client must contact the TS NAUTIKA headquarters and follow the instructions given to him. In case of an overdue caused by bad weather conditions, the client bears all the costs incurred by the overdue. The client is obligated to return in Crikvenica by the evening prior the day the vessel is due to return. Deviations from these rules are only tolerated if they are made as a deal with the lessor on site.

### 5.DAMAGE DEPOSIT

The damage deposit is taken according to the currently valid price list, and its being refunded without any deductions, if the vessel is returned undamaged and in time agreed. The damage deposit is also taken in the case when the vessel is leased with a skipper. If the skipper is leased from TS NAUTIKA, the responsibility of that skipper (**rights and obligations**) bears the TS NAUTIKA company itself, but if the skipper is also the client or if the skipper is leased from a third party, he himself bears the

responsability. If any damage on the vessel or equipment is caused by serious disregard of rules and safety and operation instructions, the client bears all costs.

#### **6.INSURANCE**

The vessel is insured by a policy covering damages to third parties (compulsory insurance) and it is also covered by an all-risks policy to the value registered in the insurance policy. The client shall not be held liable for damages or malfunctions of engine or any other system of the vessel caused by regular wear and tear. Any damages which are caused by inappropriate use of the vessel shall be paid for by the client to the value of damage deposit. If the damages incurred are higher than the amount

of the damage deposit, the entire damage deposit will be used to cover the damages. The rest of the damage amount will be paid for by the all-risks insurance policy claim documented by the joint accident report written by the client and the Lessor and verified by the Harbour Master. If damage is incurred in any event which may have included other vessels, a written report (stating both the course of events and the damage report) must be filed for verification to the competent Harbour Master. If the client does not comply in full, he/she faces the risk to be charged for all the costs incurred. The client bears all the costs caused by lack of engine oil. The client is responsible for daily oil checks. Personal belongings on the vessel are not covered by insurance and the client is encouraged to arrange a separate insurance for those. The crew is insured.

#### **7.OBLIGATIONS OF THE CLIENT**

The client is obliged to sail in Croatian waters. Exceptions can be made if a special approval and permission is obtained. It is not allowed to sublet or transfer the ship to a third party, load more persons than indicated in the list of crew members (crew list), sail at night in unsafe weather conditions, violate any general public regulations, special regulations and laws. The client shall bear any consequence that may arise from such violations. The client or the skipper expressly declare that he/she is a skilled navigator and is in possession of a valid license necessary for navigation at sea, and is obliged to present the licence. In case of malfunctions on the vessel, the client shall immediately inform the Lessor using one of the phone numbers listed in the ship's documentation. The Lessor is obliged to fix the malfunction upon receipt of the notice. If the Lessor repairs the malfunctioning part or system within 24 hours, the Client is not entitled to any compensation. The phone numbers available for reporting malfunctioning are listed in the ship's documentation. The client is obliged to immediately notify the authorities and the Lessor in case the vessel or its equipment are missing, if it is unmanageable, seized or if navigation is closed by Harbour Master or other authorities and/or third parties. In the case of non-compliance with these obligations, the client bears full responsibility for all the consequences and gives full warranty.

#### **8.COMPLAINTS**

Only complaints delivered in writing immediately upon return and take over of the vessel and signed by both parties will be considered.

#### **9.ARBITRATION**

For any disputes that can not be resolved amicably, the jurisdiction of the Crikvenica Municipal Court is agreed.

Date and signature:

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