



MASTER CHARTER putnička agencija, trgovina i usluge d.o.o.

sjedište: Bezine 14, 21231 Klis, Croatia / kontakt: 00 385 (21) 275268 / e_mail: info@mastercharter.com
poslovnica: Ul. Nikole Tavelića 50, 21000 Split

Based on Article 21. of the Law on Provision of Services in Tourism (Narodne Novine 130/17, 25/19, 98/19 and 42/20), MASTER CHARTER d.o.o., headquartered in Klis, Prugovo, Bezine 14, VAT No: 27750254102 (hereinafter referred to as "the Agency") makes the following:

GENERAL TERMS AND CONDITIONS

GENERAL PROVISIONS

Article 1.

- 1.) These General Terms and Conditions (hereinafter referred to as the "General Terms") regulate the rights and obligations between the Agency and legal or natural person interested in chartering a vessel (hereinafter referred to as "Charterer") from the offer of the Agency and concluding an agreement with the Agency for chartering a vessel or additional services relating to the chartering of a vessel (hereinafter referred to as "Vessel").

Article 2.

- 1.) The Agency is a legal entity registered with the relevant registry court for the activities of travel agencies - charter and as such provides accommodation services on a vessel or additional services related to accommodation on Vessels (food and beverage services, transport services, leisure and sports activities on Vessels, rental services of tour guides and nannies, etc.), all in accordance with the special conditions of accommodation for individual vessel and the official price lists that will be given to the Charterer.
- 2.) The Agency is a legal entity that has signed cooperation agreements with Vessel owners and, under these agreements, is authorized to offer the vessels to the Charterers in accordance with special conditions and official price lists, and which is authorized to sign charter agreements with the Charterers related to those Vessels or any additional services in accordance to the charter of those Vessels.
- 3.) The Charterers are all legal and natural persons and associations interested in chartering a Vessel for accommodation and leisure, as well as for chartering additional services related to chartering a Vessel for accommodation and leisure.
- 4.) It is understood that the Charterers are direct guests who shall directly use the service, as well as agencies which charter the Vessels for the direct guests.

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IBAN: HR4624020061500129032

Temeljni kapital: 2.640,00 € uplaćen u cijelosti



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VESSELS

Article 3.

- 1.) The Agency declares that all Vessels which are subject of a charter meet all safety standards and conditions that are regulated by the regulations of the Republic of Croatia and international regulations.
- 2.) The Agency guarantees that all Vessels crew members have all the necessary permits, certificates and permits to work on the Vessels, and that are completely physically and mentally sound for executing their work.
- 3.) The Agency guarantees that the Vessel as well as all the necessary equipment on the Vessel is in adequate working condition for providing accommodation and leisure services.
- 4.) The Agency guarantees that all the Vessels, for which an agreement regarding accommodation service has been concluded, will be available in the manner, at the time and place, as prescribed by individual agreements.
- 5.) The characteristics, dimensions, equipment, number and crew member type along with photographs and video materials of individual vessels in the offer of the Agency are listed on the websites of the Agency, and the Agency will, at any time and in orderly time, offer all additional information regarding to individual vessel and all other information in regards to a specific inquiry to any Charterer.
- 6.) The Agency guarantees to the Charterer the full provision of the accommodation services aboard the Vessel under the terms and conditions that the Guest has agreed upon with the Agency, and also under these General Terms, as well as under the principles of good business practices.
- 7.) The Agency guarantees for the authenticity and accuracy of all visual and promotional materials regarding the Vessel and its characteristics, as well as for the services provided from its offer.
- 8.) In case the Vessel is made of wood, any complaints regarding the crackling sound of wood, or the navigational abilities of the Vessel do not constitute a valid basis for complaint.
- 9.) During the negotiation the Agency shall inform the Charterer of any eventual additional terms, prescribed for individual vessel by its owner, and those terms form an integral part of individual charter agreement.

PRICES AND TYPES OF PAYMENT

Article 4.

- 1.) Prices of individual vessels as well as any discounts are listed on the Agency's website, and with the same prices as well as payment terms and potential discounts, the potential Charterer will be informed during the negotiation process, the price as well as payment terms and discounts will be quoted in the proposal of individual specific agreement.

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- 2.) As a rule, the Charterer is obliged to pay the first part of the charter fee of 50% of the total price of accommodation within 3 (three) days from the signing of the agreement, and the rest of the charter fee together with the price of any additional services agreed shall be paid no later than 45 days before the embarkation of guests on the vessel.
- 3.) The Agency may in agreement with the Charterer approve of a different payment plan which will be recorded in the individual agreement.
- 4.) The Agency shall sign and submit to the Charterer the proposal of the agreement with agreed prices, payment terms and possible discounts at the address of his or her e-mail, in accordance to the data from the Charterer's inquiry.
- 5.) If the Charterer does not sign the agreement submitted by the Agency but pays the first amount of the charter fee from the agreement in time, the agreement shall be considered signed by the Charterer as well.
- 6.) If the Charterer does not sign the agreement or pay the first amount of the charter fee within 15 (fifteen) days from the date when the agreement was submitted to him or her by e-mail from which the Agency has received the inquiry, the Agency shall not be considered bound to the agreement and shall be free to offer the vessel to another interested charterer for the period in question.

Article 5.

- 1.) The Charterer shall pay the agreed charter fee to the Agency within the agreed deadlines, through a bank transaction to the Agency's account number (IBAN), which is specified in the agreement for the charter of an individual vessel.
- 2.) The Charterer can exceptionally pay the agreed charter fee also by credit card according to the payment information provided by the Agency.
- 3.) The Agency receives credit card payments through an authorized intermediary for this type of payment and at no time does the Agency have credit card numbers or any other information of the Charterer's credit card.

GUEST INFORMATION

Article 6.

- 1.) After the Agency and the Charterer have signed the agreement, the Charterer will provide the Agency with information on guests who will directly consume the accommodation service on board the vessel.
- 2.) For the purposes of paragraph 1 of this Article, the Charterer shall provide the Agency with the following information on direct guests:
 - name and surname of the guest;
 - date, place and year of birth of the guest;

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- information on the travel document (number of travel document, date of issue, issuing country and issuing authority),
 - special preferences or needs (e.g. health, religious, etc.) of the guest,
 - all other information that the Agency is required to collect in accordance with the legal regulations of the Republic of Croatia or the country in which the service is provided for the purpose of guest records.
- 3.) The information referred to in paragraph 2 of this Article may be used solely and exclusively for the purpose of fulfilling legal regulations and the Agency shall not make it in any way accessible to third parties, nor may it be processed or used for any purpose other than that required by the legal regulations of the Republic of Croatia or the country where the service is provided.
 - 4.) The Agency may request from the Charterer or individual direct guest a special authorization, which must be given in a clear manner in order that certain personal information of the guest may be used for the promotional purposes of the Agency.
 - 5.) If the Charterer or the guest has given the authorization referred to in paragraph 4 of this Agreement, he or she may at any time withdraw the same authorization and shall inform the Agency thereof without a doubt (in writing to the address of the Agency's office: Split, Marasovića 67, Republic of Croatia or through the Agency's official mail address: info@mastercharter.com, which address is registered at the competent registration court of the Republic of Croatia).
 - 6.) The Agency shall immediately delete all personal data of guests which is no longer required for the execution of the agreed service, unless the retention of certain information is stipulated by law.

Article 7.

- 1.) Based on good business practices and legal regulations, the Agency will make available to the Charterer any information that is necessary for the orderly and complete execution of the agreed service, that is which is necessary for the safest stay of guests in the country where the service is provided.
- 2.) The Agency shall be at the Charterer's service at all times from the day of the conclusion of the agreement until the last day of the performed service.
- 3.) The Agency will in any case do everything to make the stay of guests as safe and comfortable as possible.

Article 8.

- 1.) The Charterer agrees to convey all relevant information provided by the Agency to the guests who will directly consume the agreed services, which are necessary for the safety of persons and property, as well as for compliance with all statutory obligations.

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- 2.) When performing the service, the guests are obliged to comply with all obligations, which are regulated by the terms for the provision of service on board the vessel, which are prescribed by the owner of each individual vessel, which conditions form an integral part of any individual agreement concluded by the Agency and the Charterer for a particular vessel.
- 3.) During the negotiation, the Agency is obliged to inform the Charterer of all regulations of the terms for the provision of accommodation service on a vessel, and both parties are obliged to abide by the same regulations.

TIME AND PLACE OF THE NAVIGATION

Article 9.

- 1.) The navigation of the Vessel shall be conducted exclusively in the period between sunrise and sunset, and night time navigation is possible only if the security conditions allow it.
- 2.) The charter fee in general includes 4 hours of navigation daily and if the Charterer demands a navigation longer than 4 hours daily, from the period in the before mentioned paragraph, the navigation shall be charged by the price list of the Vessel owner.
- 3.) The Charterer may use the Vessel solely for the purposes of rest and recreation.
- 4.) The navigation of the Vessel shall be conducted entirely within the territorial waters of the Republic of Croatia, in accordance with the agreement. For navigation outside of the territorial waters of the Republic of Croatia the Charterer is required to obtain an approval in written form from the Agency, and is required to bear all the administrative costs in accordance with that.
- 5.) The Charterer may, before the start of the accommodation service, and before the start of the navigation, present the Agency or directly to the captain of the Vessel with a navigational plan, or present a suggestion of the course of the navigation to the captain of the boat.
- 6.) The captain of the Vessel shall endeavor to meet the Charterers requests regarding the navigational route, unless that is not possible due to an objective reason (e.g., unfavorable weather forecast, the length of the navigation, etc.).
- 7.) The Charterer acknowledges that all the decisions regarding the safety of the navigation are finally made by the captain of the Vessel, taking into account all of the suggestions from the Charterer.

UPHOLDING NAVIGATION SAFETY

Article 10.

- 1.) The Charterer is required, before boarding the Vessel, to deliver or present to the Agency all the necessary documentation required for a legal star in the Republic of Croatia.

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- 2.) Prior to boarding the Vessel, the Charterer is required to inform the Agency with regard to any special dietary preferences required (e.g., vegetarian diet, kosher diet, halal diet etc.) or specific medical issues that may affect the safety of the guests.
- 3.) For the duration of the navigation the Charterer must have all the necessary medications required for necessary treatment or prevention of any health problems and for that matter neither the owner nor the Agency bear no responsibility.

Article 11.

- 1.) The Charterer is obligated to uphold all the safety regulations that are in effect aboard the Vessel, and is also obligated to refrain from all activities that evidently present a danger with regards to human health, or with regards to the safety of property and navigation, such as for example:
 - obstructing the members of the crew (especially the Captain of the Vessel) in performing their duties;
 - using the additional equipment on the Vessel (e.g. rubber boat, water scooter, canoe, etc.) without the knowledge, or permission from the members of the crew;
 - using the additional equipment aboard the Vessel contrary to the safety regulations, or consideration towards other persons or property;
 - climbing onto the masts, the ropes, the netting, the chains, etc.;
 - provoking or participating in physical altercations aboard the Vessel;
 - taking illicit substances;
 - prostitution;
 - smoking within the internal area of the Vessel;
 - jumping into the sea from the Vessel during navigation;
 - staying in the external area of the Vessel during severe weather (if necessary, it is allowed to move in the external area of the Vessel at one's own risk and responsibility);
 - entry into the internal area of the Vessel immediately after coming aboard from the sea (due to some parts of the floor being slippery when wet);
 - all other activities or conditions which pose an obvious danger to the safety and health of people, to property, and which represent a violation of public order and peace and public morals.
- 2.) The captain of the Vessel is responsible for the safety of the Vessel, the crew, and the Charterer, and the Charterer is required to obey the captain's instructions with regard to the safety of navigation, and the safety of people and property.
- 3.) The Captain may at any time order a disembarkation and a cessation of the navigation in case the Guests are behaving in such a way that the safety of the Vessel, the crew, or oneself might be in danger, and if such behavior presents a manifest risk for the safe continuation of the

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navigation, and if the behavior of the guests causes damage to people or property, or disturbance of the public peace and order.

- 4.) The Captain may at any time order a disembarkation and a cessation of the navigation if the Guests knowingly violate the laws and other regulations of the Republic of Croatia (e.g. taking illicit substances, prostitution, continuous disturbance of the public peace and order ...).
- 5.) If determined that the Charterer knowingly violates the laws of the Republic of Croatia, and is intentionally ignoring the safety standards, and causing damage to property, the result of which is the cessation of the accommodation service on board the Vessel, the Agency is not required to refund the Charterer for the unused amount of the accommodation.
- 6.) The Charterer is responsible for all the damages made to persons or property for which the Charterer is culpable, and is obligated to make compensation for damages before disembarking the Vessel.
- 7.) The Agency or the owner are not responsible for damages suffered by the Charterer which are a result of extreme activities aboard the Vessel (e.g. jumping from the Vessel into the sea), or a result of using the additional equipment that the Vessel comes equipped with (e.g. water skis, water scooter, diving equipment, rubber boat with outboard engine etc.).

THE LIMIT FOR THE NUMBER OF GUESTS

Article 12.

- 1.) The Vessel can only be boarded by persons whose names are on the Charterer's guest list, and in a number identical to the number of guests on the list, which is in compliance with the number of guests in accordance with the relevant registration regulations of the Republic of Croatia
- 2.) It is not possible to subsequently add new guests to the Charterer's guest list, unless it was arranged with the agency with which the Charterer has concluded the accommodation service agreement.
- 3.) The Captain may, upon the request made by the Charterer, allow coming aboard the Vessel of additional persons, not on the Charterer's guest list, but only for the duration of the Vessel being berthed in the harbor.

NOTES REGARDING PETS AND CHILDREN

Article 13.

- 1.) If there are children among the Guests, the parents or guardians are cautioned to take additional and special care of them.
- 2.) The Guests or guardians, eventually, hire themselves persons responsible for taking care of the children (babysitters).

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- 3.) The Guests are especially warned that the crew of the Vessel have no duty to guard, or care for the Guests' children.
- 4.) Pets are allowed only with the Agency's prior approval, and the Charterer is required to take the necessary attention and care in case of their presence.

DELAY IN DELIVERY

Article 14.

- 1.) The Agency shall make the Vessel available to the Charterer at the exact time and place agreed upon.
- 2.) In case of delay in delivery of the Vessel for a period of up to 24 hours, the Agency shall refund the unused amount received for the accommodation services, or, if the Charterer agrees, shall extend the provision of the services to the Charterer according to the duration of the delay. In this case, the Charterer shall not be entitled to a full refund.
- 3.) In case of delay in delivery of the Vessel for a period between 24 and 48 hours, the Agency shall refund the entire amount received for the accommodation services aboard the Vessel, unless the Charterer agrees to a fulfilment of contract with a price reduction for the unused amount, or with the extension in the provision of the services according to the duration of the delay.
- 4.) If the Vessel becomes unavailable, after the Charterer has arrived on board, and within a period no longer than 24 hours, due to reasons the Charterer is not accountable for, the Agency shall refund the unused amount for the time lost, or offer the Charterer to prolong the accommodation aboard the Vessel according to the duration of the delay, or provide the Charterer with an alternative vessel of equal or higher quality.
- 5.) If the Vessel becomes unavailable, after delivery and for a period longer than 24 hours, due to reasons the Charterer is not accountable for, the Agency shall refund the Charterer the unused amount for the time lost, and pay the Charterer a reasonable amount necessary for accommodation, food and transportation costs to reach the agreed disembarkation site.
- 6.) The Agency may be exempted from refunding in cases described in paragraphs 2., 4., and 5., if the Agency provides the Charterer with an alternative vessel of the same characteristics regarding quality, comfortability, navigational capacities, and equipment and price that matches the Vessel, or if the Agency offers the Charterer a new accommodation arrangement as soon as possible in the current or in the following season.
- 7.) Aside from the right to a refund, the Charterer is entitled to a compensation for damages if the damage was a result of the actions by the owner or the members of the Vessel's crew.



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GUEST COMPLAINTS

Article 15.

- 1.) In case of any irregularities regarding the accommodation service, the Charterer is required to immediately report the problem to the Agency via e-mail, or if the e-mail communication is not possible, by telephone.
- 2.) The Agency is required to immediately take into consideration the Charterer's complaint and endeavor to resolve it in the shortest possible time depending on the nature of the objection itself.

CANCELLATION TERMS

Article 16.

- 1.) In case the Charterer cancels the accommodation service, the Agency is entitled to retain the received payment for the accommodation service in the following way:

30% of the total charter fee (price without discount) in case the Charterer cancels up to three months before the start of the accommodation period.

50% of the total charter fee (price without discount) in case the Charterer cancels up to two months before the start of the accommodation period.

100% of the total charter fee (price without discount) in case the Charterer cancels within two months before the start of the accommodation period

- 2.) In the case the Charterer, having no justifiable cause, cancels the accommodation service after the service has already begun, the Charterer shall not be entitled to a refund for the unused amount of the total price for the accommodation service.
- 3.) In a case the Charterer cancels the accommodation service in the event of *force majeure* or other exceptional and unexpected circumstances (e.g., war, workers' strike, terrorist incident, natural disaster on a larger scale, epidemics or pandemics, sudden illness, serious bodily injury, etc.), the Charterer shall not be entitled to a refund but the Agency shall secure provision of accommodation service in the first vacant term of the current or subsequent season.
- 4.) Force majeure from paragraph 3. is a circumstance that could not be predicted, avoided or removed, and if accepted as such, would have to objectively exist within 30 days before boarding.
- 5.) In case of infectious epidemics or pandemics, they will be treated as force majeure in terms of this agreement if 30 days before the day of booking the authorities of the Republic of Croatia or the Charterer's home country have officially introduced measures which would prevent the consumption of service or the Agency to fulfill the execution of the service.

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6.) In case of other forms of *force majeure*, and for an event to be labeled as *force majeure* in accordance with these terms, it is necessary that the objective criteria such as executive decisions of the competent state authorities, executive orders of official authorities, accident reports, etc. are met.

RESPONSIBILITY OF PARTIES

Article 17.

- 1.) The Agency shall be liable to the Charterer solely within the scope of its obligations and duties.
- 2.) The Agency, all of the time, has a contracted professional liability insurance policy as well as a bail insurance policy, and is obliged to present them at the request of the Charterer.

FINAL PROVISIONS

Article 18.

- 1.) These Terms will be permanently publicly available on the Agency's web pages and it is considered that individual Charterer, at the time of the conclusion of the agreement, met and accepted them, and thus become an integral part of individual specific agreement.
- 2.) The Agency may enter into an agreement or a special contract with the Client under which certain relations prescribed by these General Terms and Conditions may be regulated differently.

Split, 23.02.2023.

MASTER CHARTER d.o.o.

Stipe Petričević, CEO

MASTER CHARTER
d.o.o.
KLIS