

## **GENERAL TERMS AND CONDITIONS OF THE MOORING AGREEMENT IN D-MARIN PUNTA FARO RESORT**

1. The contracting parties to this agreement are, on the one hand, the company holding the concession of the public maritime domain, Adriatica Marina per lo sviluppo di iniziative turistico-portuali s.r.l. with sole shareholder, via the Port Directorate Office, hereinafter referred to as AM s.r.l., and on the other hand, the boat master, owner, shipowner, lessee, usufructuary, purchaser under retention of title agreement, user under the finance lease, as fully identified on the cover page of the contractor data section, hereinafter referred to as guest.
2. As subject matter of this agreement, AM s.r.l. merely makes available to the guest, within the organised accommodation facility D-Marin Punta Faro Resort, in a specific and delimited portion of stretch of water - which is specifically equipped and identified on the cover page -, against a consideration, of a berth in the water for the parking or stationing of a pleasure craft (vessel, boat or pleasure ship) that allows the overnight stay of the guest and its passengers within the same, as well as the provision of a series of ancillary services concerning, among other things, the use of the port infrastructures for common use, including the use of showers and toilets, the sub-supply of water to the quay of the berth, the use of the radio and weather forecasting service at the Port Directorate, the urban waste disposal service at the quay and, upon specific request of the guest, compatibly with the duties of the Managing Body for the administration of the general technical-port industry, assistance at mooring, unmooring and transit within the tourist port, it being understood that the personnel in charge of assistance shall not take command and/or drive the unit.
3. The conclusion of the agreement does not entail, under any circumstances, the taking over and/or custody, by AM s.r.l. and/or by the Managing Body, of the moored pleasure craft, the appurtenances and accessories contained therein or referable to it, which shall always remain in the full and exclusive availability and ownership of the guest and/or of any third parties entrusted by him/her. Accordingly, for the entire period of the pleasure craft's stay in the equipped facilities of D-Marin Punta Faro Resort, the guest specifically undertakes the obligation to take care of its custody and maintenance, with the subsequent exclusion of any liability, for AM s.r.l. and the Management Body, in case of theft and damages of any kind, suffered and/or caused to third parties, including those to the port facilities, given that no custody, surveillance or guarding service is provided for the unit, the appurtenances and accessories contained in it or related to it.
4. The duration of the agreement and the consideration for mooring and accommodation services, to be paid to us in advance, are indicated on the cover page.

The parties agree that all costs related to the power supply from the relevant supply post are excluded from the agreed consideration for the mooring and accommodation services.

For berths equipped with a pre-payment recharging system, the guest shall be responsible for recharging at his or her own expense.

For berths that are not equipped with a pre-payment charging station, the guest shall pay the monthly amount indicated on the cover page in advance as an additional environmental fee and power supply.
5. The guest declares to acknowledge and accept the internal regulations and any supplements and/or amendments thereto, also displayed and available at the Port Directorate, as well as to comply with the related norms and prescriptions. The guest shall, in fact, comply with them as these are compulsory for all those who contractually enjoy goods or services within the tourist port and for those who use the goods and infrastructures for any reason.
6. Should there be, even accidentally, oil spills or spills of other liquid and/or solid substances polluting the environment within the tourist port, the guest, or whoever on his/her behalf, shall immediately adopt any useful or even only appropriate behaviour to limit the damage, promptly informing the Port Directorate of the incident so that, as far as it is competent, it may take the appropriate measures, including requesting the intervention of specialised companies for environmental reclamation. All costs relating to interventions by Port Directorate's personnel and/or third parties will be borne by the person in charge.
7. There is no automatic renewal or renewal by conduct. The permanence of the pleasure craft at the berth beyond the termination of the contractual relationship indicated on the cover page (to be strictly understood day and time indicated therein) shall entail, for each day of occupation, the application of the daily rate in force at that time, without prejudice to compensation for further damages.
8. In any case, once the contractual relationship's term, as over specified and as indicated on the cover page has expired, if the pleasure craft is still moored at the place granted for use, the guest hereby authorises AM s.r.l. and/or the Management Body, without transferring any burden of custody of the goods, appliances and accessories contained therein, to transfer the unit by towing it to another berth within the tourist port, with charge of the daily rate for the new place. In case of repeated inertia by the guest in picking up the unit at the mooring, or in case of unavailability, also for safety reasons, the guest hereby authorises AM s.r.l. and/or the Management Body to transfer the unit by towing it to the Shipyard and keep it in storage (stop ashore). The parties specify that in this case the costs of towing, hauling, storage and launching, if any, or the costs and services relating to the preservation of the unit, shall be calculated according to the current shipyard price list and shall enjoy the special privilege in favour of AM s.r.l. on the asset itself, pursuant to Article 2756 of the Italian Civil Code.
9. The guest shall release AM s.r.l. and the Management Body from any damage resulting from towing, hauling and storage operations if attributable to insufficient maintenance of the unit, with particular but not exclusive reference to the state of preservation of the hull.
10. The guest may not assign this agreement and/or the services arising therefrom to third parties, in whole or in part, without the express authorisation granted from AM s.r.l. in writing. The assignment of the agreement and/or the assignment, in

whole or in part, of the berth and and/or of the services deriving from this agreement shall automatically result in its legal termination, pursuant to Article 1456 of the Italian Civil Code, and the guest is obliged to abandon, or have abandoned, the occupied berth, without prejudice to any compensation for damages and/or payment of the days of stay following the relationship's termination, according to the price list in force.

11. If the guest entrusts a third party with the use or control of the pleasure craft within the tourist port, he/she shall be obliged to make them aware of these contractual terms and conditions and of the rules of conduct of the tourist port's internal regulations. In any case, the guest undertakes the obligation to make his or her employees, auxiliaries, guests and passengers aware of the rules of conduct within the tourist port prescribed in the internal regulations and remains liable for any failure to comply with them. Pursuant to Article 186 of the Italian Navigation Code, all persons on board shall be subject to the authority of the master of the pleasure craft.
12. Since this is an accommodation facility organised for the parking and/or stationing of pleasure craft that also allows overnight stays of tourists within the moored units, the master of the unit and/or the guest, at the request of the Port Directorate, undertakes to provide, at the time of the conclusion of this agreement, or subsequently at the first - even verbal - simple request, the personal details of the persons accommodated, or any data and/or document required to fulfil the obligation to notify the public safety authorities.
13. Without prejudice to the measures adopted by the Competent Authority, the Port Directorate may, in the exercise of the powers deriving from the deed for public maritime domain concession, by means of specially appointed personnel wearing uniform, issue appropriate orders and provisions within the tourist port.
14. The pleasure craft shall be moored exclusively with port lines and mooring accessories of the guest. Also in relation to the mooring suitability criteria applied, the guest shall remain solely liable for the safety of his or her own pleasure craft and shall be liable for direct and indirect damage caused or attributable to it, to whomever caused, with subsequent release of liability for AM s.r.l. and/or the Managing Body. To this end, the guest declares that the pleasure craft is covered by adequate third party liability insurance, including, among the insured risks, any damage caused to other pleasure crafts and port infrastructures, that upon simple - even verbal - request shall be submitted to the Port Directorate, which will keep a copy thereof.
15. The Port Directorate may order the reinforcement of moorings deemed unsuitable and/or unsafe and, in the event of inactivity to this purpose, it shall have the right to act directly in order to safeguard the infrastructure, without thereby incurring any custody obligation for the unit, its appurtenances and accessories, and shall charge the relative expenses, in accordance with the rates in force. For interventions on the infrastructures, for maintenance or safety requirements or in case of emergency, the guest expressly grants the Port Directorate the right to intervene directly on the pleasure craft, carrying out any mooring, unmooring, manoeuvring, transfer ashore or any other operation useful or appropriate to the efficiency or safety of the tourist port, the safety of third parties and third parties' property, without transferring any custody obligation on the unit, its appurtenances and accessories.  
Safety and emergency interventions will be charged at the rates in force.
16. In order to ensure a share of the total usable berths to be allocated to the pleasure crafts of third parties in transit - which is required to comply with the obligations imposed by the granting administration on AM s.r.l. with the deed for public maritime domain concession, as well as in fulfilment of Article 49 *nonies* of Italian Legislative Decree 18 July 2005 no. 171 -, the guest acknowledges and accepts that, during his/her periods of navigation at sea (of at least one night out of the tourist port) or, during the days when his/her pleasure craft will be sheltered at the Shipyard for storage and/or maintenance, the berth provided may be used by the Port Directorate to allow the temporary mooring of units in transit; the guest hereby waives as of now any form of reimbursement or payment for the aforesaid temporary use of the berth by third parties, it being understood that the guest shall in no way be liable for the transitional mooring of others.
17. The guest declares that his or her pleasure craft is in perfect seaworthiness and maintenance conditions, with particular reference to the state of preservation of the hull and the efficiency of the propulsion and electrical equipment, if any. In cases provided for by law, the guest guarantees that the pleasure craft is equipped with a valid navigation licence, a suitable safety certificate and safety equipment in accordance with the legislation in force.  
In any case, for the entire period of stay at the port facilities, the guest undertakes the specific obligation to comply with all statutory and/or regulatory requirements in force for pleasure boating.
18. While the pleasure craft is parked or stationed at the berth, for safety reasons concerning possible short circuits, overloads or fires on board, it is absolutely prohibited, in the absence of persons capable of acting constantly on board, to leave on-board equipment active, switched on or in any case connected to the ground power supply post. Should this prohibition be disregarded, AM s.r.l. and the Managing Body will not be held liable either for any interruption of power sub-supply or for any subsequent damage suffered by the pleasure craft, with the guest also being exclusively liable for any damage caused to the port infrastructure, third parties and/or third parties' property.
19. Before starting the inboard engines, the guest, or his or her representative, shall provide for ventilation in the engine compartment, unless the pleasure craft is equipped with an efficient automatic ventilation system.
20. AM s.r.l. and the Managing Body shall not be held liable for theft of or damage to lines, electric cables and/or guest's mooring accessories left unattended at the berth, quay, or in any case in the port area, either while the unit is moored or during navigation time and/or storage in the shipyard.
21. AM s.r.l. will issue the guest with a magnetic badge for the use of common port services. Upon termination of the contractual relationship, the guest shall return it to the Port Directorate.
22. For safety reasons, without Port Directorate's authorisation, it is prohibited to dive inside the port and in any case in the stretch of water relating to the berth to carry out interventions, inspections or checks. Without authorisation from the Competent Authority, fishing within the tourist port is not allowed.

23. Within the tourist port, the maximum permitted navigation transit speed is three knots, and in any case such that it does not cause noticeable waves. The guest undertakes to respect this limit and to adopt all the diligence and prudence required for manoeuvring in the port area.
24. By docking, it is prohibited to start engines not fitted with an efficient exhaust silencer at any time. Motorised recharging of electrical power accumulators is prohibited. It is not allowed to start the main or auxiliary engines of the pleasure craft for testing before 08.00 hours and after 20.00 hours, and from May to September inclusive between 13.00 hours and 16.00 hours, except for proven and special needs.
25. The guest may not engage in any commercial, professional or craft activity within the tourist port.
26. Should the guest, on his/her own or through external companies or other parties, wish to carry out maintenance/repair work on the pleasure craft at his/her berth, he/she shall make a specific request in writing to the Port Directorate. The request shall contain the identification of any external persons, the documentation on their technical and professional suitability and the expected duration of the intervention, as well as a declaration of release from liability in favour of AM s.r.l. and the Management Body with regard to the risks arising from the intervention. In any case, the guest is obliged to ensure that interventions do not cause the slightest disturbance or inconvenience to other guests and/or cause damage to the facilities, other units, third parties and/or third-party property.
27. It is prohibited to throw waste of any kind, items, substances, waste liquids (including those deriving from the use of the toilets on board), debris or anything else into the tourist port. Solid urban waste must be abandoned in the appropriate containers placed along the quays. Hazardous, toxic or harmful waste must be disposed of only in the manner prescribed by law. It is also prohibited to obstruct with on-board equipment or in any case with items or materials of any kind, passages, pavements, car parks, quays, jetties and piers, and in any case all areas not expressly intended for warehouse or storeroom. The Port Directorate reserves the right to intervene for removal, in which case the guest shall be charged for the relevant costs.
28. In the land spaces within the tourist port, pets will be allowed, provided they are supervised. Dogs must be kept on a leash and, if necessary, muzzled. In any case, all measures (including waste cleaning on land) and precautions must be taken by the owner or keeper to ensure that the presence of animals within the tourist port does not create dirtiness, annoyance, disturbance or discomfort to third parties.
29. For the purpose of immediate recognition in transit when entering or leaving the tourist port, the guest's pleasure craft shall display, in a clearly visible position, in addition to the prescribed flag(s), the special distinctive pennant of D-Marin Punta Faro Resort. For maritime police reasons, for reasons of port management or when requested by the Authority, the guest and his or her visitors shall provide their personal data and those of the pleasure craft to the Port Directorate.
30. The guest is obliged to take note and acknowledge, at the Port Directorate and/or on the dedicated notice boards located in the port area, of any Notices to mariners, Orders or other measures issued by the Maritime Authority or other State Administration Bodies.
31. In case of extraordinary events occurring within the tourist port, the guest shall immediately notify the Port Directorate, which, after assessing the fact, shall, within its remit, forward a report of the extraordinary event to the Maritime Authority.
32. The Port Directorate makes available to the guest, and as a residual measure for visitors, the use of an open-air, unattended, rotating car parking space. Parking shall take place only in the areas designated for that purpose. Parking shall be carried out at the driver's care and risk and shall in no way result in AM s.r.l. and the Managing Body taking delivery of the vehicle, its appurtenances and accessories. Consequently, AM s.r.l. and the Managing Body shall not be held liable for theft or damage. The driver, in any case, undertakes to park the car locked, without the keys and without any items and accessories inside. The parking of the guest's and/or visitors' vehicles in an unauthorised position will result in forcible removal at the offender's expense.
33. Reason for early termination of this contractual relationship by AM s.r.l. may be the expiry and/or revocation of the public maritime domain concession by the Competent Authority. In these cases, except in the event of gross negligence on the part of the company holding the concession, the guest acknowledges and accepts the exclusion of any form of indemnification and/or compensation in his/her favour by AM s.r.l.
34. By signing, the guest confirms the personal and pleasure craft data communicated and indicated in the berth reservation, as stated on the cover page, and confirms his/her domicile at the location already mentioned. Any changes in data during the course of the relationship, in order to become valid, shall be communicated to AM s.r.l., or to the Port Directorate, by registered letter with acknowledgement of receipt and/or other suitable means.
35. The Port Directorate reserves the right, if necessary with the intervention of the public Competent Authority and without prejudice to the prerogatives of all State Administration Bodies, to expel guest's visitors who fail to comply with the rules of conduct or refuse to provide personal details and/or documents.
36. Without prejudice to the possible jurisdiction of the relevant State Administration and the consumer mandatory rules, the Court of Udine shall have exclusive territorial jurisdiction over any dispute relating to this agreement.
37. This agreement is governed by Italian law.