

GENERAL CHARTER TERMS SAIL CLUB CROATIA d.o.o. – SEASON 2027

These General Charter Terms (the "General Terms") form an integral part of every agreement or booking confirmation concluded between Sail Club Croatia d.o.o., Obala kralja Tomislava 8, 21213 Kaštel Gomilica, Croatia, OIB/VAT ID HR89707327371 ("SCC", the "Charter Company") and the person entering into the agreement or in whose name the booking confirmation is issued (the "Client").

By paying the first instalment or the total Charter Fee, the Client confirms that, before entering into the agreement, the Client had the opportunity to become acquainted with these General Terms, has read and understood them, and accepts them.

Article 1 – Booking and Formation of the Agreement

1. A booking becomes binding once SCC issues a booking confirmation and the Client pays the agreed first instalment within the specified period.
2. The booking confirmation, any offer expressly accepted by SCC, these General Terms and any separately agreed addenda together constitute the agreement between SCC and the Client. If the booking is made through a charter agency, booking platform or other intermediary, these General Terms apply to the use of the Vessel and to the relationship between SCC, as the provider of the charter service, and the Client, unless expressly agreed otherwise in respect of a particular matter.
3. Special terms stated in the booking confirmation shall prevail over these General Terms only to the extent that they expressly deviate from them.
4. Bookings of a Vessel for a specific date or period are subject to the rules applicable to leisure services provided on a specific date or during a specific period. To the extent permitted by applicable law, such bookings are not subject to the general 14-day right of withdrawal that may otherwise apply to certain distance contracts.

SAIL CLUB CROATIA D.O.O.

VAT: HR89707327371

ID-KOD: HR-AB-21-060322986

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+385 91 2889 227
+385 91 2889 245

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Privredna banka Zagreb d.d.
IBAN: HR38 2340 0091 1112 0487 0
SWIFT: PBZGHR2X

Article 2 – Charter Fee and Payment

1. The Charter Fee includes the use of the agreed Vessel for the agreed period and the equipment stated in the Vessel specification and booking confirmation.
2. Unless otherwise stated in the booking confirmation, the Charter Fee does not include fuel, tourist tax, berthing fees outside the home marina, food and beverages, transport, personal expenses of the crew, additional services or additional equipment.
3. The Client shall pay:
 - a. 35% of the total agreed price within five (5) days of the booking confirmation; and

b. the remaining 65% no later than 40 days before the start of the charter, unless a different payment schedule is stated in the booking confirmation.

4. For bookings made within 30 days before the start of the charter, the total amount is due immediately, unless SCC approves otherwise in writing. If the Client fails to make payment within the agreed period, SCC may request payment within an additional reasonable period. If payment is still not made, SCC is entitled to cancel the booking and apply the provisions governing cancellation by the Client.

Discounts and promotional prices apply only if stated in the booking confirmation. Discounts are not cumulative unless expressly approved by SCC.

Article 3 – Cancellation by the Client

Cancellation must be submitted to SCC in writing.

If the Client cancels the booking:

- a. before the second instalment becomes due, SCC shall retain the first instalment paid;
- b. after the total Charter Fee has become due, SCC shall retain the total agreed Charter Fee.

Where reasonably possible, SCC will attempt to re-charter the Vessel for the cancelled period. If SCC succeeds in re-chartering the Vessel, SCC may, depending on the circumstances of the particular case, refund part of the amount received, less any difference in the achieved price, commissions, administrative expenses and other actual costs connected with the cancelled and replacement booking.

A change of the Client or of the person responsible for the booking is possible only with SCC's prior written approval and provided that the new Client satisfies all booking requirements.

Illness, injury, death of a family member, changes in personal or business circumstances, delay or cancellation of transport, and other personal reasons of the Client do not in themselves create an obligation for SCC to provide a refund or change the charter dates.

SCC recommends that the Client obtain appropriate travel insurance and trip-cancellation insurance.

Article 4 – Inability to Deliver the Contracted Vessel

SCC shall deliver the contracted Vessel to the Client at the agreed place and time, in a condition suitable for the agreed use.

If, due to damage, a serious technical failure, an incident involving the previous crew or another reason, SCC is unable to deliver the contracted Vessel, SCC is entitled to offer a replacement vessel of reasonably comparable or better characteristics.

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The replacement vessel need not be of the same manufacturer, model, year of manufacture, design or identical layout. In assessing comparability, primary consideration shall be given to the size and type of vessel, accommodation capacity, number of cabins and heads, basic equipment level and the purpose of the booking.

If the Client accepts the replacement vessel and begins using it, the Client shall be deemed to have accepted the replacement. Any justified difference in the market or contractual charter value shall be resolved separately and proportionately to the actual difference between the contracted and provided vessel.

If SCC cannot, within a reasonable period and no later than 24 hours from the agreed check-in time, provide the contracted Vessel or a suitable replacement vessel, the Client may terminate the agreement and request a refund of the Charter Fee for the period during which the Vessel was not available, or a full refund if the charter has not commenced.

This provision does not limit any rights granted to the Client under mandatory law.

Article 5 – Handover of the Vessel and Check-in

Unless otherwise stated in the booking confirmation, the Vessel is available for check-in from 17:00 on the first day of the charter.

Early check-in is possible only if confirmed in advance by SCC. An estimated or preferred check-in time does not constitute a guaranteed handover time.

Before departure, the Client or skipper must participate in the check-in procedure and inspect the Vessel, inventory and basic equipment.

Visible defects, pre-existing damage, or missing equipment must be reported to SCC before departure and, where possible, recorded in the check-in documentation.

By signing the check-in documentation and/or departing with the Vessel, the Client confirms that the Vessel has been taken over, without prejudice to latent defects that could not reasonably have been identified at handover.

SCC may refuse to hand over the Vessel if it determines that the skipper does not hold the appropriate license or does not have sufficient knowledge or ability to operate the Vessel safely. SCC may require a trial sail or the engagement of a professional skipper at the Client's expense.

Article 6 – Security Deposit

Before taking over the Vessel, the Client must provide a Security Deposit in the amount stated in the booking confirmation or the applicable price list. For charters of up to 14 days, the deposit may be authorized or charged by credit card or paid in cash during the check-in procedure.

For charters longer than 14 days, a Security Deposit equal to twice the standard Security Deposit for the relevant Vessel shall apply, unless otherwise

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stated in the booking confirmation. Such deposit must be paid to SCC's bank account before handover of the Vessel.

The Security Deposit serves as security for obligations of the Client that may arise from:

- damage to the Vessel or equipment;
- loss of equipment;
- insurance deductible;
- damage to sails, tender or outboard engine;
- blocked toilets caused by improper use;
- lost keys or documents;
- missing fuel;
- additional cleaning;
- late return;
- intervention, transport or service costs caused by an act or omission of the Client;
- other costs chargeable to the Client under the agreement.

SCC is entitled to temporarily retain a reasonable portion of the Security Deposit until the extent of the damage and repair costs have been established. If, following return of the Vessel, it is determined that the Client has no outstanding obligations, the deposit or card authorization shall be released in accordance with the rules of the relevant bank or card issuer.

The amount of the Security Deposit does not constitute a limitation of the Client's liability.

If the Client is liable under these General Terms or applicable law for damage exceeding the amount of the Security Deposit or insurance coverage, the Client shall pay the corresponding uncovered amount.

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Article 7 – Damage Waiver / Reduction of Security Deposit

SCC may offer the Client an optional Damage Waiver / Security Deposit Waiver in accordance with the terms and price list applicable to the particular booking.

The Damage Waiver is not an insurance policy held by the Client unless expressly stated otherwise for a specific product, and the product is provided by an authorized insurer.

The scope of cover, any remaining Security Deposit, limitations and exclusions are determined by the terms of the relevant Damage Waiver package.

The Damage Waiver does not release the Client from liability for intentional damage, gross negligence, conduct contrary to SCC's instructions, navigation under the influence of alcohol or drugs, unauthorized participation in a regatta, unauthorized navigation outside the permitted area, failure to report an incident, or other cases expressly excluded under the terms of the package.

Article 8 – Obligations of the Client and Skipper

The Client and skipper shall:

- use the Vessel with the care of a prudent seafarer and solely for the agreed private purpose;
- comply with Croatian law, maritime rules, instructions of competent authorities, insurance conditions and SCC's instructions;
- ensure that the number of persons on board does not exceed the permitted number and that the persons on board correspond to the submitted crew list;
- not sub-charter the Vessel or allow a third party to use it without SCC's approval;
- regularly monitor the condition of the engine, whereby engine speed must not exceed 2,200 RPM, as well as fuel, oil, water, batteries, bilges and other systems in accordance with the instructions provided at check-in;
- properly use the sails, anchoring system, toilets, electrical appliances, generator, air-conditioning, tender and other equipment;
- take reasonable measures to prevent damage and to limit any damage already incurred;
- notify SCC without delay of any accident, failure, impact, grounding, damage or other event that may affect the safety or condition of the Vessel;
- ensure that all crew members comply with these General Terms and SCC's instructions.

Article 9 – Skipper's Licenses and Competence

For a bareboat charter, the skipper must hold an original and valid license appropriate for operating the relevant category and size of Vessel, as well as an appropriate VHF/radio license recognized in the Republic of Croatia.

The Client is responsible for checking the validity of the required licenses in due time.

Acceptance of a copy of a license before arrival does not constitute an unconditional guarantee by SCC that the competent authority will recognize the license. If the skipper does not have the appropriate documentation or, in SCC's reasonable assessment, lacks the competence to operate the Vessel safely, SCC may require the engagement of a professional skipper. The Client shall bear this cost. If the Client refuses to engage a skipper where this is reasonably required for safe or lawful navigation, SCC may refuse to hand over the Vessel without liability for consequences arising from the Client's fault or omission.

Article 10 – Navigation Area and Use of the Vessel

Navigation is permitted within Croatian territorial waters unless SCC has approved another area in writing in advance. Navigation outside Croatian

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waters requires SCC's prior written approval and compliance with all insurance requirements, licenses and other applicable regulations.

Participation in regattas or races is permitted only with SCC's prior written approval and may be subject to an additional deposit, special insurance and other conditions.

Night navigation is not permitted without SCC's prior approval, except in an emergency or where expressly agreed otherwise.

The Vessel may not be used for unlawful activities, commercial carriage of persons or goods, professional fishing or any purpose other than the agreed purpose.

Article 11 – Batteries, Electrical Systems and Generator

The Client shall maintain a sufficient state of charge of the service and starter batteries by using the engine, generator or shore power connection, depending on the equipment of the particular Vessel and SCC's instructions.

The Client shall regularly monitor the state of charge of the batteries and ensure that their voltage does not fall below 12 V. Each recorded discharge of the batteries below 12 V shall be considered improper use of the Vessel's electrical system, and SCC shall be entitled to charge a contractual fee for each such recorded occurrence in accordance with SCC's applicable price list.

Air-conditioning, electrical household appliances and other high-consumption equipment may be used only when the Vessel's system provides an appropriate power supply. The Client must monitor system warnings and comply with SCC's instructions regarding battery charging and use of electrical equipment.

The Client shall bear the costs of technical intervention, charging or replacement of batteries, and repair of any other damage resulting from insufficient charging, deep discharge, improper use of the electrical system or disregard of warnings, if it is established that such conduct caused the problem. Charging such costs does not exclude SCC's right to charge the contractual fee for a battery-voltage drop below 12 V.

Article 12 – Toilets, Sails, Tender and Other Equipment

Only substances and materials permitted under SCC's instructions may be disposed of in the Vessel's toilets. The Client shall bear the cost of clearing any blockage caused by improper use.

The Client is responsible for the proper use and care of the sails. Damage caused by improper trimming, incorrect reefing/furling, sailing with excessive sail area for the prevailing conditions or other improper use may be charged to the Client.

The tender and outboard engine must be properly secured and used. The Client is responsible for their loss or damage if caused by improper use, insufficient securing, or negligence.

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The Client is responsible for damage caused by grounding, ropes becoming entangled in the propeller, careless anchoring, improper towing or other conduct contrary to good seamanship, to the extent that such damage results from the Client's conduct.

Article 13 – Technical Failures During the Charter

The Vessel is a complex technical system, and individual failures may occur even with proper maintenance. The Client must report every failure or irregularity to SCC immediately and provide sufficient information to identify the problem.

SCC is entitled to attempt to resolve the problem by telephone instructions, remote diagnostics, dispatching a service technician, or directing the Client to an appropriate port or marina. The Client must provide SCC and its service technicians with reasonable access to the Vessel and cooperate in diagnostics and repairs.

The Client may not, without SCC's prior approval, engage a third party to perform repairs or alter, dismantle or repair the Vessel's systems, except where emergency intervention is necessary for the immediate protection of persons or the Vessel.

SCC must be given a reasonable time to remedy the problem, taking into account the type and seriousness of the failure, the Vessel's location, weather conditions, availability of service technicians and spare parts, and the possibility of safely continuing navigation.

If the Client refuses a reasonable intervention offered by SCC, fails to provide access to the Vessel, leaves an agreed location before the service technician arrives, or continues to use equipment contrary to SCC's instructions, SCC shall not be liable for consequences that could have been avoided by such conduct.

If SCC instructs the Client not to use a particular device, system or item of equipment temporarily until inspection or repair, the Client must comply with that instruction. The Client is liable for additional damage resulting from continued use, contrary to such instruction.

Article 14 – Essential and Additional Equipment

A failure that objectively prevents safe navigation or the basic use of the Vessel shall be considered a serious failure and will be given priority by SCC.

A failure of an individual item of additional or auxiliary equipment does not automatically mean that the Vessel is unseaworthy or that the charter cannot continue.

Depending on the type of Vessel and the particular booking, additional or auxiliary equipment may include the generator, an individual air-conditioning unit, water maker, bow thruster, electric platform, grill, TV/audio system, an individual refrigerator or freezer, USB/electrical sockets, electronic equipment,

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tender, outboard engine and other equipment not necessary for basic safe navigation.

In the event of a failure of such equipment, SCC shall take reasonable measures to repair it or, where possible, provide a suitable alternative solution.

Any entitlement of the Client to a proportionate reduction of the Charter Fee shall be assessed according to the actual impact of the particular failure on the agreed use of the Vessel, the duration of the failure and the possibility of remedying it, subject to the Client's mandatory statutory rights.

Minor defects that do not materially affect safety, seaworthiness or the basic ability to use the Vessel do not in themselves entitle the Client to terminate the entire agreement or receive a full refund of the Charter Fee.

The absence of particular equipment that is not stated in the official specification of the booked Vessel does not constitute a defect of the Vessel or grounds for a complaint, price reduction or reimbursement of other costs incurred by the Client.

Photographs of the Vessel are primarily intended to show the type, layout and general appearance of the Vessel and do not constitute a guarantee that a particular item of equipment is present unless that equipment is stated in the official booking specification.

Article 15 – Accidents, Damage and Duty to Mitigate Damage

In the event of an accident, grounding, impact, water ingress, fire, serious alarm, or any other situation that may cause damage, the Client must immediately notify SCC. Where continued use of a system may increase the damage, the Client must stop using that system and follow SCC's instructions.

Where circumstances require, the Client must notify the harbour master's office, police or other competent authority and obtain the required documentation. The Client may not admit liability to a third party, enter into a settlement or promise payment on behalf of SCC without SCC's prior approval, except where necessary for immediate safety.

If, due to the Client's failure to report an event in due time or to take reasonable measures, additional damage occurs or insurance coverage is lost, the Client shall be liable for such additional damage to the extent that it results from the Client's omission.

Article 16 – Insurance

The Vessel is insured in accordance with the insurance policy arranged for the relevant Vessel by its owner or SCC.

The existence of insurance does not release the Client from liability for damage that is not covered under the policy or that results from the Client's intentional conduct, gross negligence, failure to comply with contractual obligations or another excluded risk.

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The Client must report without delay any event that may constitute an insured event and provide SCC with all required information and documentation.

If the insurer refuses or reduces coverage due to an act or omission of the Client, the Client shall be liable for the corresponding uncovered part of the damage where the contractual or statutory conditions for such liability are met.

Article 17 – Professional Skipper and Other Crew

Where a professional skipper, hostess, chef or other crew member is included in the booking, the details of their engagement shall be determined by the booking confirmation and the terms applicable to the specific engagement.

The professional skipper is responsible for the safe navigation of the Vessel and has the right to make the final decision on matters concerning the safety of the Vessel, crew and passengers.

The Client may not require the skipper to navigate in conditions the skipper considers unsafe, breach regulations, enter an unsafe port, navigate at night contrary to the charter conditions, or act contrary to good seamanship. The Client's wishes regarding the route and itinerary shall be taken into account to the extent permitted by weather conditions, safety, available time, the Vessel's characteristics and the skipper's professional judgment.

If the professional skipper is engaged through SCC, the Client shall not be charged against the Security Deposit for damage established to have been caused exclusively by an act of the skipper while operating or maneuvering the Vessel. This does not include damage, loss or missing equipment caused by the Client or other crew members.

Article 18 – Weather Conditions and Itinerary

SCC does not guarantee the completion of a particular itinerary, a visit to a particular island, port, bay or marina, or a specific number of sailing hours or miles. The itinerary may be changed due to weather conditions, safety, decisions of competent authorities, berth availability, technical reasons, or the professional judgment of the skipper.

Adverse weather conditions, a recommendation not to depart, or the inability to complete the desired itinerary do not in themselves constitute a defect of the Vessel or the charter service. The Client must plan the return so that weather conditions and other foreseeable circumstances do not jeopardize the timely return of the Vessel.

Article 19 – Force Majeure

SCC shall not be liable for non-performance or delay caused by circumstances beyond its reasonable control that could not reasonably have been foreseen, avoided or remedied. Such circumstances may include natural disasters, extreme weather events, fire, war, terrorism, civil unrest, epidemics, measures of public authorities, closure of ports or marinas, navigation bans, strikes and similar events.

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In the event of force majeure, SCC shall take reasonable measures to limit the consequences and, where possible, offer the Client a reasonable alternative solution. The financial and other consequences of force majeure shall be determined according to the circumstances of the particular case, services already performed, non-refundable costs already incurred and applicable mandatory law.

Article 20 – Return of the Vessel and Check-out

Unless otherwise agreed, the Client must return the Vessel to the agreed home marina no later than 18:00 on the day before final check-out and vacate the Vessel no later than 09:00 on the final day of the charter.

An overnight stay on board after returning to the base is included in the Charter Fee until the agreed check-out time.

The Vessel must be returned with a full fuel tank, in an orderly condition, with all equipment received, free of the Client's personal belongings, with rubbish removed and sufficiently tidy for the final check-out inspection.

If the fuel tank is not full, the Client shall bear the cost of the missing fuel and the contractual refueling service fee in accordance with SCC's applicable price list.

If the Vessel is returned in a condition requiring cleaning substantially beyond standard final cleaning, SCC may charge additional cleaning in accordance with the applicable price list or the actual additional cost.

Before returning the Vessel, the Client must empty the holding tanks at a permitted location or otherwise follow SCC's instructions regarding their emptying. The cost of intervention or cleaning caused by improper use or by leaving the system in a condition contrary to the instructions provided shall be charged to the Client.

Article 21 – Late Return

The Client must notify SCC without delay if there is a possibility of late return. Poor route planning, a late departure towards the base or foreseeable weather conditions do not release the Client from the obligation to return the Vessel on time.

For late return, SCC may charge the contractual fee set out in the applicable price list and all reasonable and documented additional costs that are a direct consequence of the delay, in particular costs of additional staff, accommodation or compensation for the next crew, service, transfers, or lost preparation time required for the next charter.

If the delay is caused by a genuine emergency or an unforeseeable circumstance beyond the Client's control, SCC shall take the circumstances of the particular case into account when calculating the amount due.

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Article 22 – Pets, Smoking and Special Use

Pets are permitted only with SCC's prior approval and payment of the applicable fee, if any.

The Client is responsible for any additional damage or extraordinary cleaning caused by a pet.

Smoking inside the Vessel is prohibited.

The Client is responsible for damage resulting from breach of this prohibition.

Article 23 – Crew List and Documentation

The Client must provide SCC in due time with complete and accurate details of all crew members. The crew list must be completed no later than seven days before the start of the charter, except for last-minute bookings.

SCC may charge an administrative fee for preparing or correcting the crew list on site if the Client has failed to provide the required information in due time, provided that such fee was stated in advance in the price list or information supplied to the Client.

The Client is responsible for the accuracy of the information provided and for the validity of the travel and other personal documents of all crew members.

Article 24 – Client's Liability Towards Third Parties

The Client is responsible for the acts and omissions of the Client and of persons whom the Client has allowed to use the Vessel, in accordance with applicable law.

If SCC or the Vessel's owner suffers damage, a fine, cost or a justified third-party claim due to unlawful conduct or conduct contrary to the agreement by the Client, the Client shall reimburse the corresponding amount to the extent for which the Client is responsible.

In particular, the Client is responsible for the consequences of using the Vessel for unlawful activities, smuggling, unauthorized transport, prohibited navigation or another serious breach of regulations resulting in seizure, detention or prohibition of use of the Vessel.

Article 25 – Complaints and Claims

Any problem arising during the charter must be reported to SCC by the Client without undue delay so that SCC has a genuine opportunity to inspect the problem and, where possible, remedy it.

At SCC's request, the Client shall, where reasonably possible, provide a photograph, video recording, instrument warning display or other available evidence of the reported problem.

The Client must reasonably cooperate with SCC in resolving the reported problem.

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A written complaint may be submitted to:

Sail Club Croatia d.o.o.
Obala kralja Tomislava 8
21213 Kaštel Gomilica
Croatia
or by email to:

charter@sailclubcroatia.com

SCC shall acknowledge receipt of a written complaint and respond within the period prescribed by applicable law and, for consumer complaints, no later than 15 days where such period is prescribed.

The fact that the Client did not report during the charter a problem that could have been reported and remedied may be taken into account when assessing a subsequent claim, particularly where the failure to report deprived SCC of the opportunity to inspect or remedy the problem.

Nothing in this Article limits the Client's statutory consumer rights.

Article 26 – Limitation of SCC's Liability

SCC is responsible for proper performance of its contractual obligations in accordance with the agreement and applicable law.

SCC shall not be liable for loss or damage resulting from:

- an act or omission of the Client or the Client's crew;
- failure to follow instructions;
- weather conditions;
- decisions of governmental or port authorities;
- unavailability of particular marinas or berths;
- acts of third parties whom SCC could not reasonably control;
- force majeure.

SCC does not guarantee uninterrupted operation of every individual item of additional equipment throughout the entire charter but shall act in accordance with these General Terms in the event of a reported failure.

No exclusion or limitation contained in these General Terms shall apply to the extent that it would be contrary to mandatory law or statutory consumer rights.

Article 27 – Personal Belongings

SCC shall not be liable for loss, theft or damage to personal belongings of the Client or crew members on the Vessel, in the marina or on SCC's premises, unless SCC's liability arises under mandatory law.

Clients are advised to obtain appropriate travel insurance covering personal belongings.

Article 28 – Governing Law and Jurisdiction

The contractual relationship shall be governed by the laws of the Republic of Croatia.

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In the event of a dispute, the parties shall first attempt to resolve the matter amicably.

If an amicable solution is not possible, the court having subject-matter jurisdiction at SCC's registered office, the competent court in Split, shall have jurisdiction.

The choice of Croatian law shall not deprive a consumer of the protection afforded by mandatory provisions of the law applicable to that consumer from which the parties may not derogate by agreement.

Article 29 – Language and Interpretation

These General Terms are drawn up in Croatian and English. Both versions are intended to correspond in substance. If a difference in meaning arises due to translation, the Croatian version shall serve as the original version for interpretation, unless applicable mandatory law requires otherwise.

Article 30 – Final Provisions

If any provision of these General Terms is found to be void, invalid, or unenforceable, this shall not affect the validity of the remaining provisions if the agreement can continue to exist without that provision.

The version of the General Terms that was available or provided to the Client at the time the agreement was concluded shall apply to the booking.

Subsequent amendments to the General Terms shall not apply retroactively to bookings already confirmed, unless the amendment is required by mandatory law or is expressly accepted by the contracting parties.

Price lists, lists of additional services, Damage Waiver terms and other documents expressly referred to in the booking confirmation or these General Terms form an integral part of the agreement to the extent that they were available to the Client before the agreement was concluded.

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Kaštela, September 2026.

Version 1.0 – applicable to bookings for the 2027 season.