

GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF MULTI-DAY GUEST ACCOMMODATION SERVICES ON VESSELS

VERSION 2027 • EURONAUTIC CHARTER TERMS

1. GENERAL PROVISIONS AND DEFINITIONS

1.1. These General Terms and Conditions govern the mutual rights and obligations of Euronautic d.o.o., Obala kralja Petra Krešimira IV 38, 23210 Biograd na Moru, VAT ID: HR05388981949 (hereinafter: EN), and the person who books or uses the service of multi-day guest accommodation on a vessel, i.e. the charter service (hereinafter: the Client).

1.2. EN provides multi-day guest accommodation services on commercial vessels for leisure and recreational purposes.

1.3. For the purposes of these General Terms and Conditions:

- Vessel means the vessel specified in the booking confirmation;
- Client means the person who has concluded the contract or the holder of the booking;
- Skipper means the person acting as the master of the Vessel during the charter;
- Crew means all persons registered on the crew list;
- Charter Period means the agreed period of use of the Vessel;
- Check-in means the procedure of handing over the Vessel to the Client;
- Check-out means the procedure of returning and inspecting the Vessel;
- Deposit means the security deposit provided to secure EN's claims;
- Intermediary means a charter agency, travel agency, broker or other person through whom the booking was made.

1.4. These General Terms and Conditions form an integral part of every confirmed booking and/or contract for EN's charter service.

1.5. If the booking was made through an Intermediary, these General Terms and Conditions apply to EN's charter service regardless of whether communication takes place directly or through the Intermediary.

1.6. Statements, vessel descriptions, promises or terms provided by the Intermediary that differ from the booking confirmation, EN's official information or these General Terms and Conditions shall bind EN only if EN has expressly accepted them or if mandatory law so requires.

1.7. The preceding paragraph does not affect the validity of payments made by the Client to an Intermediary authorised to receive payments for the specific booking.

1.8. The Client is obliged to inform the Crew members in a timely manner of the safety rules, the rules for the use of the Vessel and the relevant obligations contained in these General Terms and Conditions.

1.9. If the Client qualifies as a consumer, no provision of these General Terms and Conditions shall be interpreted as excluding or limiting any right which, under mandatory law, cannot be excluded or limited by contract.

2. EURONAUTIC'S OBLIGATION

2.1. EN undertakes to hand over to the Client a properly maintained Vessel, with the prescribed documents and safety equipment, and in a condition suitable for the agreed use.

2.2. An individual technical malfunction occurring during the charter does not in itself mean that the Vessel was defective, improperly maintained or unsuitable for the agreed use at the time of handover.

2.3. The Vessel is a complex technical system exposed to intensive use, seawater, vibrations and weather conditions.

2.4. EN does not guarantee that no individual malfunction will occur during the Charter Period, but shall respond to a properly reported malfunction in accordance with these General Terms and Conditions and applicable law.

3. CONCLUSION OF THE CONTRACT AND CREW INFORMATION

3.1. A booking becomes binding when EN or the Intermediary through whom the booking is made confirms the booking to the Client and when the conditions for confirmation specified in the offer and/or booking confirmation have been fulfilled.

3.2. The booking confirmation, these General Terms and Conditions, the Vessel specification, agreed additional services and any specifically agreed written terms constitute the contractual relationship for EN's charter service.

3.3. A specifically agreed written term shall prevail over the corresponding provision of these General Terms and Conditions.

3.4. The Client is obliged to provide truthful and complete information required for the execution of the booking and provision of the charter service.

3.5. In the case of a booking made through an Intermediary, communication and documentation may be exchanged through the Intermediary, except where direct communication with EN is required.

3.6. No later than fourteen (14) days before the beginning of the charter, or within another deadline communicated by EN in due time, the Client must provide complete and accurate information about all Crew members required for preparation of the crew list, as well as the required information and documents relating to the Skipper.

3.7. The Client is responsible for the consequences of late, incomplete or inaccurate submission of such information. A delay in the check-in procedure that is a direct consequence of such failure by the Client shall not be considered a delay by EN in handing over the Vessel.

4. DESCRIPTION OF THE VESSEL AND AGREED CHARACTERISTICS

4.1. The essential characteristics of the booked Vessel are determined primarily by the booking confirmation and the official specification of the specific charter unit.

4.2. Information regarding the manufacturer, model, year of manufacture, dimensions, cabins, berths, maximum number of persons and basic equipment is stated according to the official information available to EN.

4.3. Photographs, videos, layouts, renderings and other promotional materials are intended to illustrate the Vessel and/or model.

4.4. Minor differences in decoration, upholstery, arrangement of elements, shades of materials or secondary equipment that has not been specifically agreed shall not in themselves be considered a defect.

4.5. If certain equipment is decisive for the booking, the Client must request written confirmation before confirming the booking that such equipment is installed on the specific charter unit.

5. PRICE AND PAYMENT TERMS

5.1. The price of the service is stated in the booking confirmation in euros and includes VAT at the rate prescribed by applicable regulations.

5.2. EN may change its price list for future bookings. A change to the price list does not alter an already confirmed price, except for subsequently agreed services or where a change is permitted by law.

5.3. The amounts, due dates and payment schedule for each individual booking shall be specified in the Booking Confirmation. The Client shall make all payments in the amounts and by the due dates stated in the Booking Confirmation.

5.4. EN is not required to hand over the Vessel before all due obligations relating to the booking have been settled.

5.5. Unless expressly stated otherwise, the charter price does not include:

- fuel;
- marinas and berths outside the home marina;
- port fees;
- tourist taxes;
- parking;
- food and beverages;
- personal expenses of the Crew;
- additionally ordered equipment;
- other services listed in the applicable price list.

6. CANCELLATION BY THE CLIENT AND FAILURE TO TAKE OVER THE VESSEL

6.1. The Client may cancel a confirmed booking by written notice to EN or to the Intermediary through whom the booking was concluded.

6.2. The date on which the written notice is received shall be considered the date of cancellation.

6.3. Unless otherwise agreed in the booking confirmation, in the event of cancellation by the Client, EN shall be entitled to the following cancellation fee:

- cancellation more than six months before the beginning of the charter – 30% of the total agreed price;
- cancellation from six months up to 31 days before the beginning of the charter – 50% of the total agreed price;
- cancellation 30 days or less before the beginning of the charter – 100% of the total agreed price;
- cancellation after the beginning of the charter or after taking over the Vessel – 100% of the total agreed price.

6.4. The cancellation fees take into account the reservation of the specific Vessel and period, the possibility of resale, broker and sales commissions, administrative and operational costs and EN's commercial risk.

6.5. Subsequent re-chartering of all or part of the cancelled period does not in itself entitle the Client to a refund of the cancellation fee.

6.6. If mandatory law requires a different calculation in a particular case, such mandatory law shall apply.

6.7. The cancellation fee is an agreed consequence of cancellation and does not mean that EN's actual loss is equal to that amount in every case.

6.8. The Client may propose another person to take over the booking, subject to EN's prior written approval and provided that the new user fulfils all booking requirements.

6.9. The Client is advised to obtain appropriate travel cancellation insurance.

6.10. If the Client does not take over the Vessel within 24 hours of the agreed start time of the Charter Period and, within that period, neither informs EN of the delay nor agrees a later takeover time with EN, the Client shall be deemed not to have appeared for the charter ("no-show") and to have abandoned use of the Vessel. EN shall then be entitled to dispose of the Vessel freely, including offering or chartering it to a third party. The Client shall thereby acquire no right to a refund of amounts already paid and shall not be released from the obligation to pay amounts due to EN under the cancellation rules of this Article, unless mandatory law provides otherwise.

7. CHANGES TO A CONFIRMED BOOKING

7.1. Once the booking has been confirmed, the Client is not entitled to unilaterally change the booked Vessel, Charter Period, base or other essential elements of the booking.

7.2. EN may, subject to availability and at its discretion, approve the requested change in writing; only then shall the change take effect.

7.3. Approval of a change is an exception and does not create an obligation for EN in other cases.

7.4. Promotions, last-minute prices, special discounts or other benefits introduced after the original booking shall not automatically apply to the amended booking.

7.5. The same type and/or level of discount as in the original booking shall apply unless EN approves otherwise in writing.

7.6. If the regular price of the new Vessel or period is higher, the Client shall pay the difference, applying the commercial terms of the original booking.

7.7. If the regular price of the new Vessel or period is lower, the new price shall be calculated according to that regular price with the same discount as in the original booking, unless the parties agree otherwise.

7.8. A promotion, last-minute price or additional benefit introduced subsequently does not entitle the Client to its application when changing the booking.

7.9. If EN does not approve the change, the original booking remains in force; if the Client withdraws, this shall be considered a cancellation pursuant to Article 6.

7.10. EN may charge a reasonable fee for the administrative processing of an approved change if such fee is specified in the applicable price list or booking confirmation.

8. RIGHT OF UNILATERAL WITHDRAWAL FROM A DISTANCE CONTRACT

8.1. For a charter service contracted for a specific date or period, the general 14-day right of withdrawal from a distance contract shall not apply where such an exception is provided for by applicable consumer protection rules.

8.2. Cancellation of the booking by the Client in such a case shall be governed by the cancellation provisions of these General Terms and Conditions.

8.3. This Article does not affect any other rights of the Client under mandatory law.

9. INABILITY TO HAND OVER THE BOOKED VESSEL

9.1. If EN is unable to hand over the booked Vessel to the Client due to a technical malfunction, damage sustained during a previous charter or another circumstance, EN may:

- a) offer the Client a suitable replacement vessel from its own charter fleet, at no additional cost to the Client; or
- b) cancel the charter and refund to the Client the full amount paid for the charter service that will not be provided.

9.2. EN is not obliged to offer every available vessel, particularly a vessel of a significantly higher category, size or charter value.

9.3. EN is not obliged to obtain a replacement vessel from another charter company or third party.

9.4. A replacement vessel offered shall be considered suitable if, taken as a whole, it accommodates the agreed number of persons and provides a comparable basic purpose and level of service; it need not be of the same manufacturer, model, year, dimensions, layout or equipment.

9.5. If, due to its inability to hand over the booked Vessel, EN offers a suitable replacement vessel of a higher category or charter value, the Client shall not pay the price difference. If, instead of the suitable replacement vessel offered by EN, the Client requests another available vessel of a higher category or charter value, any price difference may be agreed separately.

9.6. If EN does not offer a suitable replacement from its own fleet, it shall refund the full amount paid for the service that will not be provided. The mere availability of another vessel does not entitle the Client to demand that particular vessel.

9.7. A refund of the charter price does not include travel and accommodation expenses that are not part of the contracted charter service, including transportation, airline tickets, transfers, hotels, other accommodation and meals.

9.8. Any liability of EN for other damage shall be determined in accordance with mandatory law, taking into account the cause, foreseeability and the Client's obligation to take reasonable steps to mitigate the damage.

10. CHECK-IN AND INSPECTION OF THE VESSEL

10.1. During check-in, the Client and/or Skipper shall be given the opportunity to inspect the Vessel and its equipment and to familiarise themselves with the basic systems and their operation.

10.2. Upon takeover, the Client and Skipper are obliged to inspect the Vessel and report to EN any visible damage, defects or irregularities they notice.

10.3. The Client is advised to photograph or record existing damage, signs of use and other irregularities they wish to document and to send them immediately to EN through an available official communication channel.

10.4. Such photographs, recordings and messages may be used as evidence of the condition of the Vessel at takeover.

10.5. If visible damage or a defect is not reported at check-in but is identified upon return, the time and circumstances of its occurrence shall be assessed on the basis of all available evidence.

10.6. Failure to report a visible defect does not constitute a waiver of rights in relation to a hidden defect that could not reasonably have been detected at takeover.

10.7. The Client is not expected to carry out a professional technical inspection, dismantle equipment or inspect inaccessible parts of systems.

10.8. If the Client has contracted and paid for an additional early or priority check-in service, the terms of that service shall be determined according to the description of the service applicable at the time of booking. Failure to provide the additional early check-in service shall not be considered a delay in the regular handover of the Vessel if the Vessel is handed over by the agreed regular check-in time.

11. SECURITY DEPOSIT

11.1. Before taking over the Vessel, the Client must provide the agreed security Deposit in cash, by card pre-authorisation or by another accepted method.

11.2. If the Client refuses or is unable to provide the Deposit, EN may refuse to hand over the Vessel.

11.3. The Deposit serves as security for claims relating in particular to:

- damage to the Vessel or equipment;
- loss of equipment;
- missing fuel;
- special cleaning;
- improper use of the toilet/black-water system;
- late return to the base;
- costs of reasonably necessary inspections;
- other due claims arising from the contract.

11.4. Check-out is an inspection to the extent reasonably possible within the available time and without dismantling technical systems.

11.5. The refund or release of the Deposit does not constitute a waiver by EN of subsequently discovered hidden damage if EN can reasonably prove that it occurred during the charter.

11.6. If there is reasonable suspicion of damage whose extent or cost cannot be determined immediately, EN may retain or charge a reasonable amount until completion of the inspection, assessment, quotation, invoice or insurer's decision.

11.7. Once the final amount has been determined, EN shall settle the account and refund any excess.

11.8. The inability to make a final assessment of the damage at check-out does not deprive EN of the right to make a subsequent charge.

11.9. The time required by the bank to release a card pre-authorisation is not under EN's direct control.

12. DEPOSIT WAIVER / DEPOSIT INSURANCE

12.1. If the Client contracts a Deposit insurance or Deposit reduction product, the specific terms of that product shall apply.

12.2. Such a product does not necessarily mean that the Client is fully exempt from all possible costs.

12.3. Specific exclusions may include, among other things:

- intentional damage;
- gross negligence;
- unreported incidents;
- improper use of the toilet;
- loss of individual items of equipment;
- missing fuel;
- breaches of contractual or statutory prohibitions;
- other exclusions specified in the special terms.

13. SKIPPER QUALIFICATIONS

13.1. In the case of a bareboat charter, the person operating the Vessel must hold a valid licence recognised by the competent Croatian authorities, the required VHF/GMDSS qualification, and the actual knowledge and experience necessary to operate the relevant category of Vessel safely.

13.2. EN may not and will not hand over the Vessel if the person who will operate it does not possess the licences and qualifications referred to in Article 13.1. The Client is obliged to prove in due time, and no later than before taking over the Vessel, that these requirements are met.

13.3. If the Vessel cannot be handed over because the person designated by the Client to operate it does not have an appropriate licence, a licence recognised by the competent Croatian authorities, or the required qualifications, such a situation shall not be considered an inability to hand over the Vessel attributable to EN and shall not in itself entitle the Client to a refund of the Charter price.

13.4. Possession of a formally valid licence and the required qualifications does not in itself prove sufficient practical ability to operate the specific Vessel safely.

13.5. If, on the basis of objective circumstances, an EN representative has reasonable doubts about the Skipper's ability to operate the Vessel safely, EN may require a practical assessment of the Skipper's abilities before departure.

13.6. If a practical assessment or another objectively justified method establishes that the Skipper is unable to operate the Vessel safely, EN may make departure conditional upon the engagement of a professional Skipper at the Client's expense.

13.7. If the Client refuses to engage a professional Skipper or is unable to provide another person who fulfils the required formal and practical conditions for safe operation of the Vessel, EN may refuse departure.

14. PROFESSIONAL SKIPPER

14.1. If the Vessel is otherwise chartered as a bareboat and EN, at the Client's request, merely recommends or provides the contact details of an independent professional Skipper, the contract for the Skipper's services shall be concluded between the Client and the Skipper, unless otherwise agreed in writing.

14.2. In such a case, EN does not become the employer or a contractual party to the skipper service agreement merely because it provided the Client with the Skipper's contact details.

14.3. The professional Skipper is responsible for navigational decisions and safe operation of the Vessel in accordance with the law and professional maritime standards.

14.4. The Client and other Crew members remain responsible for damage caused by their own direct actions.

14.5. If a professional Skipper is expressly an integral part of the charter service provided by EN, the rights and obligations shall be determined according to the nature of the agreed service and applicable law.

14.6. The Crew is obliged to comply with the master's safety decisions, including decisions concerning the route, weather conditions, departure, anchoring and return.

15. OBLIGATIONS OF THE CLIENT AND SKIPPER DURING THE CHARTER

15.1. The Client and Skipper are obliged to use the Vessel, its inventory and equipment conscientiously and carefully and to exercise the degree of care reasonably expected from a responsible user of a charter vessel.

15.2. The Client and Skipper must comply with applicable maritime regulations, laws, decisions of competent port and other authorities, and safe navigation rules.

15.3. The Vessel must not be operated by a person under the influence of alcohol, drugs, medication or other substances that may impair the ability to operate the Vessel safely.

15.4. Before departure and during navigation, the Skipper must regularly monitor the current weather forecast and warnings for the planned navigation area, particularly warnings of strong winds, thunderstorms and other adverse weather conditions.

- 15.5.** The Skipper must adapt the route, departure time, duration of navigation and choice of berth or anchorage to the forecast and actual weather conditions, sea conditions, characteristics of the Vessel and the experience and abilities of the Crew.
- 15.6.** The Skipper must not depart, or must interrupt or adjust the voyage in due time and seek safe shelter, if forecast or actual weather conditions present an unreasonable risk to the safety of persons or the Vessel.
- 15.7.** For the protection of persons and the Vessel, EN may issue the Client and/or Skipper with a safety instruction not to depart, to postpone departure, change the planned route, avoid a particular navigation area or return in due time or seek shelter in a safe port, marina or other suitable location. The Client and Skipper are obliged to comply with such safety instructions.
- 15.8.** The Client and Skipper must not use the Vessel for commercial carriage of persons or goods for remuneration, professional fishing, sailing instruction or other activities not covered by the agreed charter use or contrary to applicable regulations.
- 15.9.** The Client must not sub-charter the Vessel or allow a third party to use it independently.
- 15.10.** The number of persons staying on board must not exceed the maximum permitted number for the specific Vessel.
- 15.11.** The Client must not allow persons who are not recorded on the valid Crew list to stay on board, except with EN's prior approval and, where necessary, an appropriate amendment to the documentation.
- 15.12.** The Vessel must not be used to participate in regattas, races or other competitions without EN's prior written approval.
- 15.13.** The Client and Skipper must not use the Vessel to tow another vessel except where this is necessary for immediate safety or rescue and where such action is reasonable considering the circumstances and capabilities of the Vessel.
- 15.14.** The Client and/or Skipper must notify EN without delay of any accident, collision, impact, grounding, significant technical malfunction, loss of or damage to equipment, ingress of water, fire or other event that may affect the safety of persons, the Vessel or continuation of the voyage.
- 15.15.** The Client and Skipper must take reasonable and safe measures to prevent or mitigate damage, but are not required to perform professional technical work or endanger safety.
- 15.16.** The Vessel may be used only within the area permitted by the Vessel's documents, insurance policy and EN's instructions; leaving the approved area is permitted only with EN's prior written consent.
- 15.17.** The Skipper must not depart if a competent authority has prohibited or restricted navigation, if the Vessel does not have sufficient fuel for the planned voyage with a reasonable safety reserve, or if there is another obvious circumstance making departure unsafe or unlawful.
- 15.18.** The Client is responsible for offences, fines, fees, costs and other consequences of unlawful conduct by the Client, Skipper or Crew during the charter, including claims received subsequently.
- 15.19.** The Vessel must not be used for unlawful activities. If the Vessel is detained, seized, confiscated or prohibited from use due to the conduct of the Client, Skipper or Crew, the Client shall be liable for reasonable and demonstrable damage and costs in accordance with applicable law.
- 15.20.** The Client and Crew must comply with regulations on the protection of the sea and environment; the Client is responsible for costs, fines and damage resulting from pollution caused by them.
- 15.21.** During the Charter Period, the Client and/or Skipper must be reasonably available to EN by telephone or another previously agreed communication channel, particularly after reporting a malfunction, damage or other extraordinary event.
- 15.22.** The Skipper is responsible for selecting a safe berth or anchorage and must take into account the Vessel's dimensions and draught, depth, protection from weather conditions, local restrictions and the forecast for the planned period of stay.
- 15.23.** Vessels with a mast are prohibited from passing under the Ždrelac Bridge between the islands of Ugljan and Pašman unless EN has previously confirmed in writing that such passage is permitted for the specific Vessel. The Client and Skipper are responsible for damage and costs resulting from a breach of this prohibition in accordance with applicable law.
- 15.24.** If the Vessel requires commercial towing or salvage, the Client and/or Skipper must, where safety permits, contact EN before accepting the service or price. An exception applies in the event of immediate danger to life or the Vessel where EN cannot be contacted in time.

16. ROUTINE OPERATIONAL CHECKS

- 16.1.** During the charter, the Skipper is responsible for routine operational checks reasonably expected of a person qualified to operate the relevant category of Vessel.
- 16.2.** Depending on the type of Vessel, these checks include in particular:
- checking the engine oil level in accordance with the instructions;
 - checking for obvious signs of water, oil, fuel or other fluid leaks;
 - checking for unusual quantities of water or other fluids in the bilge where such inspection is reasonably accessible;
 - monitoring engine instruments and alarms;
 - monitoring engine temperature;
 - checking cooling water where the outlet is visually accessible;
 - monitoring battery charge levels;
 - monitoring fuel and water quantities;
 - inspecting the anchoring system before use;
 - inspecting sails and deck equipment after use where there are signs of a problem.
- 16.3.** The Client is not expected to perform professional servicing or mechanical work.
- 16.4.** If the Client notices an irregularity, the Client must stop any action that could increase the damage and contact EN.
- 16.5.** Ignoring alarms, continuing to operate an obviously defective system or failing to report a problem in due time may constitute improper use of the Vessel.
- 16.6.** The Client is responsible for the portion of damage caused or increased by such conduct.

17. ENGINE AND COOLING SYSTEM

- 17.1.** When starting and operating the engine, the Skipper must pay reasonable attention to:

- audible and visual alarms;
- engine temperature;
- oil pressure, if displayed;
- cooling-water discharge where visually verifiable;
- unusual smoke;
- smell;
- vibrations;
- loss of power;
- other obvious signs of improper operation.

17.2. In the event of an overheating warning, oil-pressure warning or another serious warning, the Skipper must, as soon as the safety of the Vessel permits:

reduce the load or stop the engine;

carry out basic safety checks for which the Skipper is qualified;

contact EN immediately;

follow the instructions received.

17.3. If the Skipper continues to operate the engine after a warning or obvious symptoms of a serious malfunction without a justified safety reason, the Skipper shall be responsible for damage caused or increased by such continued operation.

17.4. The absence of an electronic alarm does not release the Skipper from the obligation to respond to other obvious signs of a problem that a reasonably careful Skipper could notice.

17.5. The mere occurrence of an engine malfunction during the charter does not establish the Client's liability.

17.6. The cause shall be determined on the basis of technical inspection, service documentation, telemetry, alarms, statements and other evidence.

18. ELECTRICAL POWER AND SERVICE BATTERIES

18.1. The Client acknowledges that electrical power on board the Vessel is a limited resource.

18.2. The autonomy of the service batteries depends in particular on their capacity and condition, temperature, the number of consumers, and the operation of refrigerators, pumps, navigation electronics, inverters and other devices.

18.3. Batteries must be charged regularly in the manner intended for the specific Vessel, for example by the engine, generator, solar system or shore-power connection.

18.4. The Client is obliged to monitor available charge indicators and use electrical power reasonably.

18.5. Discharge of service batteries due to consumption without adequate charging is not in itself a technical malfunction of the Vessel.

18.6. The Client is not entitled to compensation for loss of electrical power caused by insufficient charging, excessive consumption or failure to follow instructions.

18.7. If the Client believes that the charging system or batteries are technically defective, the problem must be reported without delay.

18.8. Continued use for several days without reporting the problem is a relevant circumstance in any subsequent assessment of a claim that the system was defective.

19. 220/230 V, AIR CONDITIONING, GENERATOR AND INVERTER

19.1. Without an additional power source, the Vessel generally provides a low-voltage onboard electrical system.

19.2. A 220/230 V power supply is available only on vessels and in circumstances where this is technically possible.

19.3. If the specific Vessel does not have a generator or another suitable power source of sufficient capacity, the air-conditioning system is intended to operate when the Vessel is connected to a suitable shore-power supply.

19.4. The inability to use such air conditioning away from a location with an available suitable 220/230 V connection does not constitute a malfunction of the Vessel.

19.5. EN is not responsible for the quality, stability or availability of electrical infrastructure in marinas or ports not operated by EN.

19.6. After sailing, heeling or interruption of seawater circulation, certain air-conditioning systems may require resetting, bleeding or restoration of water flow.

19.7. A temporary interruption of operation remedied by such a standard procedure does not in itself constitute a significant defect.

19.8. In the event of an actual malfunction of the air-conditioning system, generator or inverter, the Client's rights depend on the actual impact of the malfunction on the agreed use and not automatically on the value of the entire Vessel or an entire day.

20. WATER AND TANKS

20.1. The quantity of fresh water on the Vessel is limited by the capacity of the installed tanks, and full water tanks are neither guaranteed nor a condition for proper handover of the Vessel.

20.2. Upon taking over the Vessel, the Client and/or Skipper must check the water level in the tanks and, according to the Crew's needs and the planned route, obtain or replenish the required quantity of water before departure.

20.3. During the charter, the Client is responsible for reasonable water consumption, monitoring the available quantity and replenishing the tanks in due time.

20.4. EN is not responsible for low pressure, restrictions, shortages, infrastructure failures or unavailability of water in marinas, ports and other supply locations not operated by EN.

20.5. Low pressure or unavailability of an external water source does not constitute a malfunction of the Vessel's water system.

20.6. If a technical malfunction of the Vessel's water system is suspected during the charter, the Client must notify EN without delay.

21. TOILET AND BLACK-WATER SYSTEMS

21.1. Marine toilets and black-water systems require use appropriate to marine installations.

21.2. Wet wipes, sanitary pads, tampons, kitchen paper, fabrics, plastics, food waste or other foreign objects must not be disposed of in the toilet.

21.3. If the toilet was functional at check-in and, during or after the charter, a service technician establishes a blockage caused by a foreign object, paper or similar material, the functionality of the toilet at handover and the finding of a foreign object shall be taken into account as relevant circumstances when determining the cause and time of the blockage.

21.4. In such a case, the Client shall bear the reasonable costs of diagnostics, unblocking, cleaning, disinfection and replacement of damaged parts.

21.5. The Client is not responsible for a technical malfunction of a pump, valve, hose or other component if it is not the result of improper use.

22. ANCHOR, CHAIN AND ANCHOR WINDLASS

22.1. During check-in, the Skipper is obliged to familiarise themselves with the operation of the anchoring system.

22.2. As part of the normal inspection, the Skipper must inspect the anchor, chain and/or rope, operation of the anchor windlass and the final securing of the chain and/or safety rope.

22.3. Before fully paying out the chain, the Skipper must ensure that the system is being operated in a controlled manner and that the Skipper understands how the end of the chain is secured.

22.4. When anchoring, the Skipper must take into account the depth, seabed type, weather conditions, forecast, required scope of chain, safety of the anchorage and distance from other vessels and the shore.

22.5. The anchor windlass must be used in accordance with its intended purpose and good seamanship.

22.6. Cause and liability shall be determined according to the circumstances, condition of the system, manner of use and available evidence.

23. BOW AND STERN THRUSTERS

23.1. Bow and stern thrusters are auxiliary systems intended for short-term manoeuvring.

23.2. They do not replace proper use of the engine, rudder and mooring lines.

23.3. Thrusters must be used in short intervals and in accordance with the manufacturer's instructions.

23.4. For systems requiring an adequate battery charge and/or the engine to be running, the Client must ensure appropriate operating conditions.

23.5. Excessive continuous use may cause overheating, safety shutdown or damage.

24. NAVIGATION INSTRUMENTS AND AUTOPILOT

24.1. Electronic navigation instruments, GPS/plotter, log, wind instrument, depth sounder and autopilot are auxiliary navigation aids.

24.2. The Skipper must have the knowledge required for safe navigation without relying entirely on a single electronic device.

24.3. A malfunction of an individual auxiliary instrument does not automatically render the Vessel unfit for navigation if safe navigation is possible using other available means.

24.4. If the failure of multiple systems or specific circumstances actually and significantly compromise safe navigation, the situation shall be assessed according to the actual impact of the defect.

24.5. The autopilot does not release the Skipper from the obligation to supervise navigation.

25. DINGHY AND OUTBOARD ENGINE

25.1. If the dinghy and outboard engine are included in the agreed equipment, the Client is obliged to handle them with due care.

25.2. The outboard engine must be properly secured against falling or loss.

25.3. It must not be started or used in a manner contrary to the instructions and technical requirements.

25.4. The Client is responsible for the loss of the outboard engine, dinghy, fuel tank, oars or associated equipment if they were properly handed over to the Client and were not returned, unless the Client proves circumstances that exclude liability under applicable law.

26. SAILS, MAST AND DECK EQUIPMENT

26.1. The Client is obliged to adjust the sail area to the wind strength and weather conditions.

26.2. Sails must be reefed in due time and must not be exposed to obviously excessive loads.

26.3. The Client is not responsible for normal wear and tear.

26.4. Damage resulting from improper handling, overloading or continued use after the appearance of clearly visible initial damage may be charged to the Client according to the cause actually established.

27. ADDITIONAL AND COMFORT EQUIPMENT

27.1. The Vessel may contain additional equipment that is not necessary for safe navigation, such as air conditioning, generator, inverter, Wi-Fi, TV or audio system, USB ports, additional refrigerators, ice maker, washing machine, SUP, electric grill and other accessories.

27.2. Additional or comfort equipment is not in itself an essential characteristic of the Vessel unless expressly agreed as a decisive characteristic of the booking.

27.3. A malfunction of such equipment that does not affect safety, seaworthiness or basic sanitary conditions and does not materially restrict the agreed use shall not constitute grounds for termination of the entire contract.

27.4. Any price reduction shall be determined according to the value and importance of the lost function, not according to the value of the entire Vessel or the entire day.

28. CATEGORIES OF DEFECTS

28.1. A technical problem shall be assessed according to its actual impact on the agreed use.

A. Minor defect

28.2. A minor defect is a malfunction or deviation that does not compromise safety and does not materially restrict the basic agreed use of the Vessel.

28.3. Examples may include an individual non-functioning interior light, an individual USB port, a minor locker lock, a minor cosmetic defect or another comparable deviation.

28.4. Such a defect does not in itself generally justify a significant price reduction.

B. Significant defect

28.5. A significant defect is a malfunction that, for a relevant period, actually restricts an important part of the agreed use of the Vessel.

28.6. In such a case, there may be a right to a proportionate price reduction, depending on the circumstances.

C. Safety-relevant defect

28.7. A safety-relevant defect is a malfunction due to which continued navigation is not reasonably safe.

28.8. EN gives priority to safety-relevant problems and, depending on the circumstances, organises an intervention, return to a safe port, replacement vessel or another appropriate solution.

29. REPORTING A MALFUNCTION

29.1. The Client must report to EN without undue delay any malfunction, defect or damage that affects or could affect the use or safety of the Vessel after becoming aware of it.

29.2. The report must be sufficiently clear to enable EN to understand the nature of the problem.

29.3. Where possible, the Client should provide a photograph, video, description of an alarm or other available information.

29.4. EN must be given an opportunity to inspect the problem, provide instructions, prevent an increase in damage, arrange repairs or offer another appropriate solution.

29.5. The Client must not continue to use a defective system if continued use could cause or increase damage.

29.6. If the Client fails to report a malfunction without delay, the Client's rights and liability shall be assessed in accordance with applicable law, including the fact that EN was unable to remedy the problem in due time or prevent an increase in damage.

29.7. If additional damage results from the failure to report the problem, the Client shall be liable for such additional damage in accordance with applicable law.

30. REMEDYING MALFUNCTIONS

30.1. EN shall endeavour to remedy a reported malfunction as soon as possible, taking into account its seriousness, the location of the Vessel, availability of technicians and parts, weather conditions and access to the Vessel.

30.2. A period of 24 hours from proper notification is the usual target period for problems that can objectively be resolved within that period.

30.3. Safety-relevant problems shall be dealt with as a priority.

30.4. Several hours required for an intervention do not automatically constitute the loss of an entire charter day.

30.5. Any price reduction depends on the actual duration and extent of the restriction.

31. CLIENT'S DUTY TO COOPERATE

31.1. The Client is obliged to allow EN to remedy a reported defect within a reasonable period.

31.2. Where reasonable and safe, the Client is obliged to:

- participate in telephone or video diagnostics;
- perform a simple and safe procedure such as resetting a fuse or switch;
- allow access to a service technician;
- bring the Vessel to a reasonably accessible safe port;
- reasonably adjust the route for the purpose of intervention.

31.3. The Client is not required to perform professional work or procedures that would be dangerous.

31.4. A reasonable adjustment of the route for repairs does not automatically constitute the loss of an entire charter day.

31.5. If the Client, without justified reason, refuses a repair, service technician, safe diagnostics, an appropriate replacement solution or reasonable relocation of the Vessel, EN shall not be responsible for any restriction or damage that could thereby have been avoided.

32. UNREPORTED PROBLEMS AND SUBSEQUENT COMPLAINTS

32.1. A subsequent written complaint does not mean that every allegation contained in it is deemed proven.

32.2. If a malfunction was not reported during the charter although it could have been reported, the claim shall be assessed according to the possibility of subsequent verification, condition of the system, service findings, telemetry, photographs, communications and the fact that EN was unable to intervene.

32.3. A problem reported for the first time after return shall not, solely on the basis of the Client's allegation, be considered proven to have existed during the charter.

33. PRICE REDUCTION AND COMPENSATION

33.1. Any price reduction shall be determined according to the actual reduction in the usable value of the service provided.

33.2. The assessment shall take into account the severity and duration of the problem, safety, possibility of continuing navigation, lost function, alternative systems, EN's response, the Client's cooperation and solutions offered.

33.3. A malfunction of individual auxiliary equipment does not automatically entitle the Client to a refund of the price of an entire day if the Vessel remained usable to a significant extent.

33.4. Time required for diagnostics or servicing shall not automatically be considered a complete loss of use.

33.5. Multiple minor defects shall be assessed according to their actual overall impact and shall not automatically be treated as rendering the entire service unusable.

33.6. If, due to a defect for which EN is responsible, the Vessel is completely unusable for the agreed purpose for a certain period, a proportionate price reduction may correspond to the value of that period.

33.7. EN does not limit its liability in cases where such limitation is not permitted by mandatory law.

34. EARLY TERMINATION OF THE CHARTER BY THE CLIENT

34.1. If the Client terminates the charter early for personal or health reasons, a change of plans, seasickness, subjective dissatisfaction with the weather or another reason that is not the result of EN's non-performance, the Client has no automatic right to a refund for the unused portion.

34.2. The preceding provision does not affect the Client's rights if the Client justifiably terminates the contract due to a relevant failure attributable to EN or if mandatory law provides otherwise.

35. WEATHER CONDITIONS AND ROUTE

35.1. EN does not guarantee meteorological conditions, air or sea temperature, wind, sea conditions, availability of berths, cleanliness of the sea, condition of beaches, congestion or other natural or destination-related circumstances beyond its control.

35.2. Adverse weather does not in itself constitute a defect in the charter service.

35.3. The Skipper is responsible for route safety, weather conditions and navigation decisions in accordance with Article 15.

35.4. EN's route advice is informative and does not replace the responsibility of the master.

36. MARINE GROWTH ON THE UNDERWATER PART OF THE VESSEL

36.1. Vessels are maintained and their underwater parts treated as part of the regular maintenance programme.

36.2. During the season, particularly at high sea temperatures, algae, shellfish and other marine organisms may naturally develop.

36.3. Normal seasonal marine growth on the underwater hull, propeller, shaft or other surfaces does not in itself constitute a defect unless it materially affects usability or safety.

36.4. Special underwater cleaning during each individual charter is not included in the standard charter service unless specifically agreed.

37. INSECTS, RODENTS AND OTHER ANIMALS

37.1. During the charter, the Vessel stays in marinas, ports, anchorages, near hospitality establishments and in other locations where insects, rodents or other animals may enter the Vessel.

37.2. They may reach the Vessel via ropes, mooring lines, the shore, food, luggage or equipment.

37.3. The occurrence of an individual insect, rodent or other animal during the charter does not in itself prove unhygienic conditions at handover or a defect in the Vessel.

37.4. The Client is obliged to store food and waste appropriately and take reasonable measures to prevent pests from entering.

37.5. Any occurrence must be reported to EN without delay so that EN can arrange an appropriate intervention.

37.6. If an infestation is established to have resulted from the conduct of the Client or Crew, the Client shall bear the reasonable remediation costs and damage caused thereby.

38. DAMAGE TO AND LOSS OF EQUIPMENT

38.1. The Client is responsible for damage and losses intentionally or negligently caused by the Client or a Crew member, in accordance with applicable law.

38.2. The Client is not responsible for normal wear and tear, depreciation or technical malfunctions that are not the result of the Client's conduct.

38.3. If it is proven that an item was on board the Vessel at handover and is missing upon return, this circumstance shall be taken into account as relevant evidence in determining the time and circumstances of its loss. The Client's liability shall be determined on the basis of all available evidence and applicable law.

38.4. In the event of loss, EN may claim the reasonable cost of obtaining a functionally comparable replacement item.

38.5. Necessary costs of delivery, installation, programming, servicing and putting the replacement item into operation may also be charged.

38.6. EN is not entitled to double recovery for the same damage.

38.7. This Article also applies to Vessel documents, keys, remote controls, cards, safety equipment and other items handed over.

39. LOST SUBSEQUENT CHARTER AND LOSS OF PROFIT

39.1. If damage for which the Client is responsible prevents an already confirmed subsequent charter from taking place, EN may claim demonstrable financial loss, including loss of profit, to the extent permitted.

39.2. EN is obliged to take reasonable measures to mitigate the damage.

39.3. The calculation shall take into account lost revenue, commissions, replacement revenue, the cost of a replacement vessel, costs saved and insurance payments.

39.4. EN shall not recover the same damage twice.

40. COLLISION AND DAMAGE CAUSED BY A THIRD PARTY

40.1. In the event of a collision, impact by another vessel or another incident involving a third party, the Client and/or Skipper must, insofar as circumstances permit:

- immediately notify EN;
- photograph the position of the vessels and the damage sustained;
- obtain the name and registration details of the other vessel;

- obtain the details of the Skipper and/or owner of the other vessel;
- obtain the insurance details of the other vessel;
- collect contact details of witnesses;
- not admit liability on behalf of EN, the Vessel owner or the insurer;
- report the incident to the competent harbour master's office or another competent authority where required.

40.2. If damage occurs to the Vessel during the Charter Period in an incident involving a third party, the fact that the Client and/or Skipper considers the third party responsible for the damage does not in itself oblige EN to bear or advance the cost of the damage until the third party's liability and the possibility of recovering the damage have been established. In accordance with these General Terms and Conditions, EN may retain and/or charge an appropriate amount to the Client until liability has been resolved and the damage recovered from the responsible third party or its insurer.

40.3. If EN, the Vessel owner or their insurer subsequently recovers from the responsible third party or its insurer damage for which the corresponding amount had previously been charged to the Client, EN shall refund to the Client the amount charged to the extent that the same damage has been compensated, less any portion of the damage and reasonable costs that have not been compensated. EN is not entitled to double recovery for the same damage.

40.4. If the damage is not recovered from the third party or its insurer, for example due to disputed liability, absence or insufficiency of insurance or another reason, the Client's final liability towards EN shall be determined according to the circumstances of the incident, the conduct of the Client and/or Skipper and applicable law. The Client may exercise any rights against the responsible third party in accordance with applicable law.

40.5. If the Client or Skipper fails to obtain available documentation, report the incident or take other reasonable actions necessary to establish liability and recover damages from the third party, the Client shall be responsible for damage and costs that arise as a result of such failure or cannot be recovered from the third party or its insurer.

41. GROUNDING AND UNDERWATER DAMAGE

41.1. Any grounding, contact with the seabed or impact involving the propeller, keel, shaft, saildrive, rudder or another underwater part must be reported to EN immediately.

41.2. If the incident gives reasonable grounds to suspect underwater damage, EN may require an underwater inspection by a diver or, where justified, lifting of the Vessel.

41.3. If the inspection is required due to an incident attributable to the Client or Crew, the Client shall bear the reasonable diagnostic cost regardless of whether further damage is identified.

41.4. The preceding provision shall not apply where there was no objectively justified reason for the inspection or where the incident was not connected with the Client's use of the Vessel.

42. VESSEL INSURANCE

42.1. The Vessels are insured in accordance with the insurance policies applicable to the specific Vessel.

42.2. The scope of insurance, deductible and exclusions shall be determined according to the specific policy and the insurer's terms and conditions.

42.3. Hull insurance does not release the Client from liability for intentional damage, gross negligence, loss of insurance coverage due to the Client's conduct or other cases for which the Client is responsible under law or contract.

42.4. If a report to the police, harbour master's office or other documentation is required in order to claim under the insurance policy, the Client is obliged to cooperate reasonably.

42.5. The Client is not automatically liable for every case in which the insurer refuses insurance coverage; there must be a factual and legal basis for the Client's liability.

42.6. The disappearance or theft of the Vessel or its equipment must be reported without delay to EN and to the competent police or other competent authority, and an appropriate confirmation or report must be obtained.

43. UNAUTHORISED REPAIRS

43.1. Without EN's prior consent, the Client must not order significant repairs, replace parts or intervene in the Vessel's technical systems.

43.2. An exception applies where urgent intervention is necessary to protect life or immediately prevent greater damage and EN cannot be contacted in time.

43.3. In such a case, the Client must contact EN as soon as possible and retain invoices and documentation.

43.4. The reasonable cost of an approved or objectively necessary repair of a malfunction for which the Client is not responsible may be reimbursed upon presentation of appropriate documentation.

43.5. If a part is replaced during an approved or necessary repair, the Client is obliged, where reasonably possible, to retain the replaced part and hand it over to EN upon return of the Vessel.

44. CHECK-OUT AND EXTENSION OF THE CHARTER

44.1. The Client must return the Vessel to the agreed location and at the agreed time stated in the booking confirmation and/or check-in documentation.

44.2. For a standard Saturday-to-Saturday charter, the Vessel must be returned to the agreed base no later than Friday at 18:00 and remain at the base until the end of the Charter Period, unless otherwise approved by EN in writing.

44.3. Irrespective of the duration and agreed dates of the charter, the Client and Crew must completely vacate the Vessel no later than 09:00 on the last day of the Charter Period and hand it over to EN free of persons and personal belongings, with waste removed and in the condition prescribed by these General Terms and Conditions and EN's instructions, unless expressly confirmed otherwise for the specific booking.

44.4. The Client must:

- remove personal belongings;

- remove waste;
- return documents and keys;
- leave kitchen equipment reasonably clean;
- return the Vessel with a full fuel tank if it was handed over with a full tank;
- use the black-water/holding tanks and, where permitted by applicable regulations and technically provided for, empty them before return in accordance with EN's instructions and applicable regulations;
- report known damage, losses and malfunctions.

44.5. After return, EN shall inspect the Vessel to the extent reasonably possible.

44.6. A satisfactory check-out and refund of the Deposit do not constitute final confirmation that no hidden damage exists that could not be identified during a standard inspection.

44.7. EN may subsequently claim compensation for such damage if it can reasonably prove that the damage occurred during the specific charter.

44.8. The Charter Period may be extended only with EN's prior written consent.

44.9. Notification by the Client that they wish to extend the charter, or the fact that the Vessel may not have an immediately following booking, does not constitute EN's consent to an extension.

45. FUEL

45.1. If the Vessel was handed over with a full fuel tank, it must be returned with a full fuel tank.

45.2. EN may request the receipt for the final refuelling as evidence.

45.3. If the tank is not full, the Client shall bear the actual cost of the missing fuel and the refuelling service fee according to EN's applicable price list.

46. CLEANLINESS OF THE VESSEL AND PETS

46.1. EN hands over the Vessel cleaned in accordance with the cleaning standard normally applied to charter vessels.

46.2. Upon taking over the Vessel, the Client is obliged to inspect its cleanliness. If the Client considers that the Vessel or any part thereof has not been adequately cleaned, the Client must notify EN without delay, normally before departure, and allow EN to inspect the condition and, where necessary, carry out additional cleaning.

46.3. The Client is advised to document any reported cleanliness issue by photograph or video and submit it to EN through an available official communication channel.

46.4. If the Client departs without reporting a visible cleanliness issue, any subsequent allegation regarding uncleanness at handover shall be assessed according to the evidence; with the passage of time and use of the Vessel, reliable determination of the initial condition may become substantially more difficult.

46.5. If a timely reported cleanliness issue is remedied within a reasonable period, this shall not in itself constitute grounds for termination or compensation disproportionate to its actual impact on use.

46.6. Standard final cleaning, if included in the agreed base or other service, covers cleaning following normal charter use.

46.7. Standard cleaning does not include extraordinary cleaning required due to excessive soiling, vomiting, faecal contamination, prohibited smoking or pets, stubborn stains, an unusual amount of waste or similar contamination exceeding normal use.

46.8. Reasonable and demonstrable additional costs of extraordinary cleaning may be charged to the Client.

46.9. Pets are permitted on the Vessel only if their presence has been notified in advance and approved by EN for the specific Vessel.

46.10. The Client is responsible for additional cleaning and damage caused by a pet exceeding normal use of the Vessel.

47. LATE RETURN OF THE VESSEL

47.1. The Client is obliged to return the Vessel to the agreed base and at the agreed time specified in the booking confirmation and/or EN's instructions, subject to the special return-time rule in Article 44.2 for Saturday-to-Saturday charters.

47.2. The final part of the route must be planned with a sufficient time reserve for timely return, including reasonably foreseeable deterioration in weather during the final 24 hours.

47.3. For a Saturday-to-Saturday charter, delay shall be calculated from the mandatory return to the base by Friday at 18:00 pursuant to Article 44.2.

47.4. If the Client determines that there is a possibility of delay, the Client must notify EN without delay.

47.5. If the Client is responsible for a delay in returning the Vessel of up to 3 hours, EN shall be entitled to charge a fee equal to one daily charter price.

47.6. If the delay exceeds 3 hours, EN shall be entitled to charge a fee equal to two daily charter prices.

47.7. The daily charter price shall be calculated by dividing the agreed Vessel rental price by the number of contracted days, excluding additional services, the Deposit and other items that are not part of the rental price.

47.8. If the delay causes demonstrable damage exceeding the agreed fee, EN may claim the difference up to the amount of the actual damage incurred, particularly in connection with the subsequent charter, accommodation or compensation for subsequent guests and additional staff work.

47.9. EN shall not charge twice for the same amount or the same damage on the basis of both the agreed fee and compensation for actual damage.

47.10. The fee shall not apply to the extent that the delay was directly caused by a technical malfunction reported in due time for which the Client and/or Skipper is not responsible and where the Client and/or Skipper acted in accordance with EN's instructions.

48. RETURN TO A DIFFERENT PORT

48.1. Returning the Vessel to a different port without EN's prior written consent is permitted only where necessary for the immediate safety of persons or the Vessel or for another justified reason.

48.2. If the Client leaves the Vessel in another port without justified reason, the Client shall bear the reasonable and documented costs of returning it to the agreed base and other directly related costs.

49. TELEMETRY, GPS AND TECHNICAL DATA

49.1. Certain Vessels may be equipped with GPS, telemetry and other technical systems.

49.2. Depending on the specific equipment, these systems may record position, route, speed, engine operating time, battery voltage, levels of individual tanks, technical alarms and other technical data.

49.3. The data may be processed for safety, technical assistance, maintenance, theft protection, determination of damaging events, legal claims and insurance purposes.

49.4. Personal data shall be processed in accordance with applicable personal-data protection regulations and EN's Privacy Policy.

49.5. Telemetry data may constitute evidence but shall be interpreted together with other relevant evidence and technical circumstances.

50. FORCE MAJEURE AND EXTRAORDINARY CIRCUMSTANCES

50.1. EN and/or the Client shall not be liable for failure or delay in performing contractual obligations to the extent that such failure or delay is the direct consequence of external, extraordinary and unforeseeable circumstances that the affected party could not reasonably prevent, avoid or overcome.

50.2. Such circumstances may include war, armed conflict, terrorist incidents, extraordinary decisions of authorities, closure of navigation areas, serious natural disasters, extraordinary epidemic measures and other events that constitute force majeure under applicable law. Ordinary or reasonably foreseeable adverse weather conditions in the navigation area shall not in themselves constitute force majeure.

50.3. The existence of force majeure shall be assessed according to the actual impact of the event on the possibility of performing the contract.

50.4. The parties' rights shall be determined according to applicable law, the possibility of partial performance and services already provided.

51. CLIENT'S PERSONAL BELONGINGS

51.1. The Client and Crew members are responsible for their personal belongings.

51.2. EN is not the custodian of personal belongings left on the Vessel, in the marina, in a vehicle or on business premises without a specific agreement.

51.3. This provision does not exclude EN's liability that may arise under mandatory law as a result of EN's conduct.

52. WRITTEN COMPLAINTS AND CLAIMS

52.1. A consumer has the right to submit a written complaint in accordance with applicable regulations.

52.2. A written complaint may be submitted in person at EN's business premises, by post to EN's official address, by e-mail to booking@euronautic.hr or in another manner prescribed by applicable law.

52.3. EN shall confirm receipt of a written complaint without delay where required by law.

52.4. EN shall respond to a consumer's written complaint no later than 15 days after receipt, clearly stating whether the complaint is considered justified.

52.5. The right to submit a complaint does not mean that EN is obliged to accept a claim that has no factual or legal basis.

52.6. For efficient handling, it is recommended that the complaint state the booking number, Vessel and period, description and time when the problem was noticed and reported, available photographs, videos or other evidence, and the specific request.

52.7. The absence of an individual document does not remove the consumer's statutory right to submit a written complaint.

52.8. When assessing a complaint, EN may take into account all documentation and evidence, particularly check-in/check-out records, photographs, videos, service reports, telemetry, time of notification, communications, possibility of intervention and the conduct of the Client and Skipper.

52.9. The Client is obliged to prove the facts on which the claim is based in accordance with the rules of applicable law.

53. AMICABLE DISPUTE RESOLUTION

53.1. EN and the Client shall primarily attempt to resolve any dispute amicably.

53.2. A consumer may use available mechanisms for alternative resolution of consumer disputes in accordance with applicable regulations.

53.3. No provision of these General Terms and Conditions prevents the Client from applying to a competent court, regulatory authority, inspectorate or another body authorised by law.

54. EURONAUTIC'S LIABILITY

54.1. EN is liable for breaches of its contractual obligations in accordance with applicable law.

54.2. EN shall not be liable to the extent that a defect or damage was caused or increased by improper handling, ignoring alarms, failure to report a malfunction, continued use contrary to instructions, refusal of a reasonable intervention, an act of a third party for whom EN is not responsible, circumstances beyond EN's reasonable control or a navigation risk for which the Skipper is responsible.

54.3. EN does not guarantee absolutely uninterrupted operation of every individual device throughout the entire Charter Period.

54.4. An individual technical malfunction does not in itself establish improper maintenance or a breach of contract.

54.5. EN shall respond to a malfunction reported in due time in accordance with these General Terms and Conditions and applicable law.

54.6. Nothing in these General Terms and Conditions excludes or limits EN's liability for intent, gross negligence or other liability that may not be excluded or limited in advance under mandatory law.

55. PERSONAL DATA PROTECTION

55.1. EN processes personal data in accordance with Regulation (EU) 2016/679 – the General Data Protection Regulation, Croatian regulations and EN's applicable Privacy Policy.

55.2. Data may be processed for booking and contract performance, Crew registration, legal obligations, payment collection, technical support, safety, insurance and legal claims; depending on the Vessel's equipment, processing may include location and technical data referred to in Article 49.

55.3. Detailed information on legal bases, retention periods, recipients of data and data-subject rights is governed by a separate Privacy Policy.

56. GOVERNING LAW

56.1. The contract shall be governed by the laws of the Republic of Croatia.

56.2. If the Client is a consumer, the choice of Croatian law shall not deprive the Client of the protection afforded by mandatory provisions of the law of the country of the Client's habitual residence where required by mandatorily applicable EU rules or other mandatory regulations.

57. JURISDICTION

57.1. For contracts with persons who are not consumers, jurisdiction of the court having subject-matter jurisdiction at EN's registered office is agreed where such an agreement is permitted.

57.2. In relations with consumers, jurisdiction shall be determined according to mandatorily applicable rules of Croatian law and, where applicable, EU law.

57.3. Nothing in this Article gives the consumer broader or narrower rights to choose the competent court than those available under mandatorily applicable regulations.

58. SEVERABILITY

58.1. The invalidity, unfairness or unenforceability of an individual provision shall not affect the remaining provisions if they are capable of continuing independently.

58.2. The appropriate rule of mandatory law shall apply in place of an inapplicable provision.

59. AMENDMENTS TO THE GENERAL TERMS AND CONDITIONS

59.1. The version of the General Terms and Conditions made available to the Client before or at the time of conclusion of the contract shall apply to the booking.

59.2. A subsequent amendment shall not alter an already concluded contract to the detriment of the Client without the Client's consent, unless otherwise provided by law.

60. LANGUAGE VERSIONS

60.1. These General Terms and Conditions may be available in several languages.

60.2. EN shall endeavour to ensure that translations correspond in substance to the Croatian original.

60.3. Ambiguities in a consumer contract shall be interpreted in accordance with mandatory rules on transparency and interpretation of contractual provisions.

61. AVAILABILITY OF THE GENERAL TERMS AND CONDITIONS

61.1. Before conclusion of the contract, EN shall provide the Client with access to the General Terms and Conditions in a manner that enables them to be read and stored.

61.2. By confirming the booking, the Client confirms that the General Terms and Conditions were made available and that the Client had the opportunity to review them before conclusion of the contract.

61.3. The fact that the Client did not read properly available General Terms and Conditions does not mean that they do not form part of the contract.

62. ENTRY INTO FORCE

62.1. These General Terms and Conditions shall enter into force on the date of their publication and shall apply to bookings concluded after that date, unless expressly provided otherwise for an individual booking.

62.2. These General Terms and Conditions replace EN's previous General Terms and Conditions for bookings to which they apply.

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