

## GENERAL RENTAL CONDITIONS



1. **CONTRACT PARTIES** The PARTIES are constituted as described in detail in the body of the contract, namely:

- the lessor, referred to as SUPPLIER under the contract;
- the lessee, referred to as CLIENT under the contract;
- the CAPTAIN as defined in the Recreational Boating Code and Navigation Code.

2. **CONTRACT ASSIGNMENT** The CLIENT is not allowed to transfer the aforementioned recreational unit or the rights deriving from this contract to third parties without the prior consent of the SUPPLIER. In case of assignment to third parties due to force majeure, the incoming CLIENT is jointly liable with the assignor for any debts incurred.

3. **CONTRACT EVENTS** The CLIENT may withdraw from the contract, in the manner specified in Article 4 of the contract. In case of interruption of the use of the recreational unit at the request or due to the CLIENT, he will not be entitled to any refund; the non-use of the boat during the scheduled period does not entitle the CLIENT to any refund. The SUPPLIER who, due to damage or any other reason beyond his control, cannot deliver the contracted recreational unit, will still have the possibility to deliver another unit with similar characteristics within three days, with the obligation to refund the CLIENT only for the daily quota not enjoyed. If the delay extends beyond the aforementioned period, the CLIENT may request the termination of the contract and the related refund of the fee paid, plus interest at the legal rate, but without the right to any other form of compensation.

**4. SUPPLIER'S OBLIGATIONS** The SUPPLIER delivers the recreational unit with its appurtenances, in a seaworthy condition, complete with accessories, equipment, safety gear, and navigation documents, as well as everything necessary to make the said recreational unit seaworthy and to allow it to serve the agreed use. Upon delivery, the CLIENT, after examining the recreational unit and verifying that it is equipped with all the necessary appurtenances to make it seaworthy and to allow it to serve the agreed use, will sign a list called "Check-list – Rental Agreement," containing the inventory of the said appurtenances. By signing the inventory "Check-list – Rental Agreement," the CLIENT expressly confirms that he has received the boat in good maintenance condition, seaworthy, and suitable for the agreed use: consequently, he will not be able to raise any further objections, and the SUPPLIER will be released from all responsibility and obligation in this regard. The SUPPLIER will deliver the boat at the place, date, and time specified in the contract. The time required to clarify the usage methods and any ad hoc training, if provided, is included in the contract period. The obligation to deliver the recreational unit becomes current and enforceable for the SUPPLIER only after the CLIENT has paid the full rental fee, deposited the security deposit, and signed the "Check-list – Rental Agreement."

**5. OBLIGATIONS OF THE CLIENT AND THE CAPTAIN:** The CLIENT and the CAPTAIN, in their respective roles, are responsible for the rented recreational unit for all legal purposes during the entire period indicated in this contract, from check-in to check-out. The CAPTAIN, appointed by the CLIENT, is required to use the rented recreational unit with particular prudence, skill, and nautical diligence, in accordance with the agreed use and the technical characteristics resulting from the onboard documents, as well as to fulfill all obligations assumed with this contract jointly with the CLIENT during the rental period. The CAPTAIN who decides to navigate outside the recommended area must equip himself with detailed nautical charts and anything else necessary, depending on the areas he intends to visit, and inform the SUPPLIER. The CLIENT undertakes to

return the recreational unit on the date, at the place, and at the time specified in the contract, in the condition in which it was received, with the same characteristics and suitable for the same use, together with the accessories, equipment, safety gear, and documents received from the SUPPLIER at the time of delivery. The CLIENT and the CAPTAIN expressly undertake to: a) keep their copy of the contract on board, to be shown in case of inspections by the authorities; b) use the boat exclusively for themselves, the crew, and their guests, acknowledging that the transport of goods and passengers and any other kind of commerce or economic activity is prohibited; c) maintain all delivered onboard documentation in perfect condition; d) respect the minimum number of crew members and the maximum number of people that can be transported; e) record in the logbook the navigation information, the name of the CAPTAIN, the designated crew members and their roles, and the total number of people on board, promptly informing the SUPPLIER of the main information; f) use the boat exclusively within the scope of the rented recreational unit, the CAPTAIN's license, and any persons designated to operate under the CAPTAIN's supervision; g) not participate in regattas or other nautical events unless expressly stated in the contract document; h) not request to be towed or tow other units except in cases of absolute emergency and only for the preservation of human life; i) respect the prohibitions of the authorities for bad weather warnings or navigation hazards; in any case, not navigate with sea conditions of grade 5 and above and wind force 7 and above, as well as whenever weather bulletins or Civil Protection communications announce or predict dangerous navigation conditions; The SUPPLIER, for particular wind/wave conditions, to avoid significant stress on the sails, boat structure, and engine, reserves the right to indicate to the CAPTAIN the obligation to restrict the navigation area, reduce or replace the sails, return to port, or prohibit navigation. Violation of this obligation will result in the CAPTAIN assuming direct responsibility for any damage to third parties and transported persons, the recreational unit, and other units in navigation or moored, and to property; j) anchor the recreational unit in areas not subject to prohibition and only if the correct safety conditions exist, committing to continuous monitoring; k) operate the recreational unit with appropriate sails according to the wind force, avoiding dangerous stresses and/or breakages of the rigging and respecting good seamanship practices; l) not keep any animals on board unless expressly stated in the contract document; m) not use any materials for external and internal cleaning of the boat, washing dishes, and personal hygiene that could damage the rented unit and cause environmental harm; n) not cause any type of environmental pollution; o) turn off the engine with a boat inclination greater than 20°, except for immediate necessity and emergency; p) contact the SUPPLIER at least once a week to report the navigation status and promptly contact the SUPPLIER for any important or urgent communication; q) with this contract, the CAPTAIN undertakes to use the rented recreational unit exclusively for recreational purposes. All expenses related to the use and consumption of the boat, particularly fuel, electricity consumption, port, customs, support, and/or mooring fees, even in private ports, as well as any radiotelephone expenses, are the responsibility of the CLIENT. All provisioning expenses and the maintenance of all persons on board are the responsibility of the CLIENT. The CLIENT undertakes to take care of the boat, keep the accessories and the interior in order, and return it clean and in excellent condition. The CLIENT also undertakes to carry out the usual routine maintenance work during the rental period and will consequently be required to reimburse any damage resulting from the failure to comply with the aforementioned obligation. The CLIENT may only assume obligations related to the recreational

unit in his own name, without using the name of the SUPPLIER, with the consequence that those obligations must be fulfilled exclusively by the CLIENT. The CLIENT is required to reimburse the SUPPLIER for all amounts paid to third parties for unlawful acts committed by the CLIENT, without the latter raising any objections.

**6. DAMAGES, BREAKDOWNS, ACCIDENTS, REPAIRS** In the event of damage, breakdown, or accident during the rental period, the CAPTAIN must immediately notify the SUPPLIER; he may continue navigation only if this does not worsen the damage or pose dangers to people and the rented unit. The CLIENT/CAPTAIN may not carry out any repairs without the prior authorization of the SUPPLIER. The costs necessary for repairs are the responsibility of the CLIENT and will be reimbursed only if the cause of the repairs is not attributable to him, as provided in this contract. To protect his rights, the SUPPLIER may retain the security deposit until the full determination of the aforementioned responsibility, without being required to pay any interest, damages, or anything else. If the boat, without the CAPTAIN's responsibility, suffers a breakdown exclusively to the engine, transmission, inverter, fixed and running rigging, sails, batteries, alternator, which impairs its full use for more than 24 hours, the SUPPLIER is only required to allow the CLIENT to recover the unused hours, excluding any other form of compensation and/or refund. This recovery will take place, at the SUPPLIER's discretion, at the end of the rental period or through the issuance of a credit note for subsequent rentals. Monetary reimbursement is expressly excluded. It is specified that this guarantee is due only if the breakdown occurs in the recommended navigation area, as referred to in the nautical charts provided and listed in the "Check-list – Rental Agreement," and consequently, this guarantee is excluded whenever the breakdown occurs in a different navigation area. The CLIENT is not entitled to any compensation and/or refund, or to recover the unused rental hours, for breakdowns of: depth sounder, log, radar, onboard radio equipment, chart plotter, autopilot, wind vane, bow thruster, stern thruster, Webasto, water heater, air conditioning system, refrigerator, freezer, stove, oven, microwave, watermaker, pressure pump, tender, outboard motor, anchor windlass, whether electric or manual, stereo, and any other equipment or gear not included in this list, except as provided in the previous paragraph. No repair and assistance intervention may be requested by the CLIENT outside the time slot from 08:00 to 20:00. It is understood that the costs for repair and assistance interventions not attributable to the SUPPLIER's responsibility, as provided in this contract, must be paid by the CLIENT at the normal hourly rates prevailing on the market, plus materials. Any reimbursement requests for repairs carried out by the CLIENT and previously authorized by the SUPPLIER must be made by the CLIENT directly to the SUPPLIER at the time of returning the rented unit and in any case within the same day. The failure to meet this deadline or the report to a person other than the SUPPLIER will result in the CLIENT forfeiting the right to reimbursement.

**7. INSURANCE** The recreational unit is delivered obligatorily insured with a third-party liability policy, mandatory under current laws, for damages unintentionally caused to third parties by the navigation or the presence in water of the boat; this insurance does not cover: the loss or damage of the CLIENT's, CAPTAIN's, and transported persons' belongings, as well as what is provided in the second paragraph of the following Article 8. If contractually provided, the recreational unit may be equipped with a comprehensive insurance policy for a well-defined navigation area and up to total loss; this policy will have a deductible, which must be covered by the CLIENT's security deposit. In any case, the CLIENT is responsible for any damages not indemnifiable by the insurer due to the CLIENT's and/or CAPTAIN's actions or faults, as well as the deductible if applicable.

**8. RETURN, COMPLIANCE WITH TERMS** The CLIENT/CAPTAIN, if the end of the rental is scheduled for the morning, undertakes to return to the delivery port by 17:30 on the day before the scheduled return date and to promptly return the boat on the specified date, time, and port,

having already settled any and all obligations related to the rented unit and contracted during the rental period. The CLIENT is responsible for the failure to return to the SUPPLIER, even in cases of fortuitous events, force majeure, and breakdowns. The cruise itinerary must therefore be planned in such a way as to allow the return of the boat within the established time, possibly anticipating the return in case of adverse weather forecasts. For the non-fulfillment of this obligation, the CLIENT will be required to pay the SUPPLIER the amount provided by the contractual check-out clauses, possibly increased for:

- compensation for all economic damages caused by the delay for food and accommodation costs on land for the subsequent lessee and his crew;
- the delivery of the rented unit in a port different from the contractually specified return port; in this case, all expenses related to the transfer of the boat to the delivery port are the responsibility of the CLIENT.

**9. SECURITY DEPOSIT** The failure to pay the security deposit results in the automatic termination of this contract, and the SUPPLIER has the right to retain the amounts paid by the CLIENT for the rental as a penalty. The security deposit will be returned after verifying the absence of damages, contractual violations, and obligations incurred during navigation.

**10. CAPTAIN** The CAPTAIN of the boat, usually called "skipper," is appointed by the CLIENT and is responsible for the rented recreational unit, its crew, and the guests on board for everything related to navigation, its operation, mooring maneuvers, and any other duties attributable to an experienced captain. The contract must be signed by the CAPTAIN jointly with the CLIENT, unless they are the same person. The SUPPLIER has the right to request the CAPTAIN's qualification certificate, and if this certificate is found to be insufficient or non-existent, or if his knowledge and skills are deemed insufficient by the SUPPLIER for the type of boat and the safety of the people on board, the SUPPLIER, if the CLIENT does not find another suitable CAPTAIN, may refuse the delivery of the recreational unit, retaining 100% of the agreed fee, and the contract will be considered automatically terminated. In the case of a CAPTAIN and any crew recommended by the SUPPLIER at the CLIENT's request, it is expressly stated that the SUPPLIER only provides the contact between the CLIENT, the CAPTAIN, and the crew, and therefore the SUPPLIER is entirely unrelated to the employment relationship between the CLIENT, the CAPTAIN, and the crew. According to customs, the food costs of the CAPTAIN and designated crew are the responsibility of the CLIENT. If the CLIENT is not the same as the CAPTAIN, the CLIENT will be directly responsible to the SUPPLIER for any damages or breakdowns related to the specific duties of the CAPTAIN and his command line, according to the laws and regulations in force attributed to the responsibilities of the specific roles.

**11. CONTRACT VIOLATION** The CLIENT and/or the CAPTAIN (for their respective roles) are directly responsible for any violation of this contract. They jointly undertake to indemnify the SUPPLIER from any claims made by anyone against him for any event occurring during the use of the recreational unit during the rental period or as a result thereof. In case of seizure or detention of the boat due to reasons attributable to the CLIENT and/or the CAPTAIN, the CLIENT must pay the SUPPLIER a mandatory contractual indemnity corresponding to the current rental rates for the period of seizure and/or detention.

**12. REFERENCE TO LEGAL PROVISIONS** The relationship between the PARTIES here present concerns only the rental of the recreational unit and is therefore governed, insofar as not expressly established in this contract, by the regulatory provisions provided for the rental of movable property by the Civil Code and the Navigation Code.

**13. EXCLUSIVITY AND VALIDITY OF THIS CONTRACT** This contract is the only valid one for operating a recreational unit of the SUPPLIER; any other contract signed by the CLIENT for the command and operation of the unit, prepared by brokers or agencies expressly mentioned herein, is null and void and unenforceable against the SUPPLIER. The possible nullity of individual provisions of this contract does not entail its total nullity. Any agreements derogating from this convention require, under penalty of nullity, written form. The SUPPLIER provides information according to knowledge and belief, but without guarantee.

**14. CONFIDENTIALITY** During the contract period, each of the PARTIES undertakes not to disclose to third parties information related to the CONTRACT itself, except with the express consent of the other, except for data, information, and news that by their nature must be disclosed or communicated to third parties in order to execute or perfect the obligations related to the services covered by this contract.

**15. REGISTRATION** The PARTIES mutually acknowledge that the fees provided for in this contract are subject to VAT and therefore, pursuant to Article 5, second paragraph of D.P.R. 131/86, and subsequent amendments and integrations, this contract will be registered at a fixed fee and in case of use.

**16. DISPUTES AND EXCLUSIVE JURISDICTION WAIVER** For any and all disputes related to this contract, the exclusive jurisdiction will be the Court of Trento.

**17. REFERENCES** The PARTIES mutually acknowledge that these general contract conditions are to be understood as an integration of the RENTAL CONTRACT FOR RECREATIONAL UNITS FLYING THE ITALIAN FLAG.

**18. CONTRACT FORMATION** The present PARTIES declare that they have carefully examined these general contract conditions and that each clause has been specifically agreed upon. For matters not expressly agreed upon in this contract, the legal provisions will apply, particularly the Civil Code regarding the rental of things, the Recreational Boating Code, and the Navigation Code. The PARTIES declare that the provisions of this contract correspond to what was agreed upon in the preliminary negotiations, as this contract is the result of a negotiation between the PARTIES with reference to each individual clause. All correspondence preceding the conclusion of this contract and in contrast with it is considered superseded.

**19. TRANSLATIONS** The Italian version of this contract will prevail over all other versions in non-Italian languages.

**20. PRIVACY CLAUSE AND DATA PROCESSING** Confidentiality obligations: The SUPPLIER undertakes to treat all information received from the CLIENT and the CAPTAIN for the provision of services as confidential activities. This information includes the content and the result of the service provided, which must be treated according to the general standards of confidentiality and preservation of business secrets. Personal data: The SUPPLIER is obliged to process the personal data that he becomes aware of in the performance of services for the CLIENT and the CAPTAIN, in full compliance with legal requirements, in application of the European Regulation on the protection of personal data processing No. 2016/679 (GDPR) and D.Lgs. 196/2003, as subsequently amended and supplemented, and the administrative provisions and standards imposed by the Data Protection Authority. Data processor: By signing this contract, the SUPPLIER accepts the appointment to the role of "Data Processor" as provided by Article 28 of the European Regulation

2016/679 (GDPR). As Data Processor, the SUPPLIER must manage the processing operations according to the instructions given by the CLIENT, who will be referred to as the "Data Controller" under the GDPR. Data retention: The SUPPLIER undertakes to retain the data related to the services provided to the CLIENT and the CAPTAIN for at least ten years, according to the security protocols used for the retention of his own data. For the same period, the CLIENT will have access to such data for consultation or extraction, upon appropriate request. Data deletion: Once the activities of extracting and returning the CLIENT's and/or CAPTAIN's data are completed, the data must be deleted from the SUPPLIER's system and archives. The PARTIES will cooperate to ensure the continuity of the system's functionalities for the time strictly necessary for the migration of the CLIENT's and/or CAPTAIN's data to different management tools. Consent to data processing for rental purposes and related services: The CLIENT and the CAPTAIN authorize the SUPPLIER to process their personal data for purposes strictly related to the rental of the recreational unit and related services. This consent is necessary for the proper execution of the rental contract. Signature for consent to data processing for rental purposes and related services:

Place: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_

CLIENT: \_\_\_\_\_

CAPTAIN: \_\_\_\_\_

Consent to data processing for marketing purposes: The CLIENT and the CAPTAIN authorize the SUPPLIER to send advertising and promotional material related to the services offered by the SUPPLIER himself, via regular mail, mailing list, and social channels. The CLIENT and/or the CAPTAIN may revoke this consent at any time by notifying the SUPPLIER in writing. Signature for consent to data processing for marketing purposes: Place: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_

CLIENT: \_\_\_\_\_ CAPTAIN: \_\_\_\_\_

## **21. POSITION TRACKING AND TELEMETRY CLAUSE**

Authorization for tracking: The CLIENT and the CAPTAIN authorize the SUPPLIER to track the position of the rented unit throughout the validity period of the contract. This tracking may be carried out by collecting the GPS coordinates of the nautical unit, the naval kinematics parameters, and the telemetry of the engine and auxiliary onboard equipment. Purpose of tracking: The information collected will be used exclusively for management and navigation safety purposes. In particular, tracking will allow the SUPPLIER to monitor the position of the unit and its technical parameters to ensure preventive and reactive support in case of need. Data retention: The collected data will be retained by the SUPPLIER for the period strictly necessary to ensure navigation safety and the management of the rental contract. At the end of the contract, the data will be retained for the legally required period and then deleted from the SUPPLIER's systems. Data confidentiality: The SUPPLIER undertakes to treat the collected data in compliance with current regulations on personal data protection, particularly the European Regulation 2016/679 (GDPR) and D.Lgs. 196/2003. The data will not be shared with third parties without the explicit consent of the CLIENT and/or the CAPTAIN, except in cases provided by law. Consent to tracking: The CLIENT and the CAPTAIN, by signing this contract, declare that they understand and accept the purposes of tracking and authorize the SUPPLIER to collect and process the position and telemetry data of the rented unit.

Signature for consent to position and telemetry tracking: Place: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_

CLIENT: \_\_\_\_\_

CAPTAIN: \_\_\_\_\_

**22. CONTRACT COPIES** The contract is drawn up in original in duplicate, one for the SUPPLIER and one for the CLIENT; an additional copy will be provided for the CAPTAIN if the CLIENT is not the same as the CAPTAIN. The CLIENT, the CAPTAIN, and the SUPPLIER declare that the provisions of this contract correspond to what was agreed upon in the preliminary negotiations, as this contract is the result of a negotiation between the PARTIES with reference to each individual clause. All correspondence preceding the conclusion of this contract and in contrast with it is considered superseded.

Place: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_

CLIENT: \_\_\_\_\_

CAPTAIN: \_\_\_\_\_

Stamp and signature of the SUPPLIER:

\_\_\_\_\_  
Pursuant to Articles 1341 and 1342 of the Civil Code, IV book, II title, II chapter, I section, the undersigned expressly declares to have read and approve the clauses in points 2) Contract assignment, 3) Contract events, 4) Obligations of the owner, 5) Obligations of the lessee, 6) Damages, breakdowns, accidents, repairs, 7) Insurance, 8) Return, compliance with terms, 9) Security deposit, 10) Skipper, 14) Confidentiality, 15) Registration, 16) Disputes and exclusive jurisdiction waiver, 17) References, 19) Translations, contained in the GENERAL CONTRACT CONDITIONS. Place: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_

CLIENT: \_\_\_\_\_

CAPTAIN: \_\_\_\_\_

Stamp and signature of the SUPPLIER:

\_\_\_\_\_