

GENERAL CONDITIONS FOR TEMPORARY MOORING CONTRACT

In addition to the provisions contained in the Special Conditions of the Contract, the Parties agree and accept the following General Conditions.

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SECTION I - GENERAL PROVISIONS

Art. 1 – Definitions

1.1 For the purposes of this Contract, the following shall mean:

- **Car:** the car that the Customer will park in its Parking stall, when included in the Contract; - **Storage room:** storage room dedicated to its Berth, in compliance with art. 817 c.c;
- **Cdf or Cala del Forte:** Cala del Forte s.r.l., registered office in Sanremo 18038, Via Roma n.166, REA IM-109594, fiscal code 12641330159; - **Customer or User:** the natural or legal person identified in the Special Conditions;
- **Concession:** refers to the Maritime State Concession of Ventimiglia City Council rep. 4701/2010 e rep. 4687/2010, for the duration of 85 years starting from 10/03/2010, and Permission to Build n.42/2010 of which Cala del Forte is holder.
- **Contract:** the following agreement concluded between CdF and the User, governed by the Specific Conditions, the General Conditions and the Annexes; - **Marina:** the Ventimiglia's Marina run by Cala del Forte s.r.l. in compliance with the Maritime State Concession of Ventimiglia rep. 4701/2010 e rep. 4678/2010, for the duration of 85 years starting from 10/03/2010, and Permission to Build n. 42/2010 - **Parts:** refers to CdF and the Users, where considered together;
- **Parking stall:** refers to the area dedicated to vehicle parking defined by the road markings, in compliance with final road plan to be submitted for approval to the competent authorities, as indicated in the Technical Data Sheet;
- **Berth:** refers to the body of water inside the Marina, intended for mooring a vessel, defined by bollards or rings on the pier or wharf, by drapes, mooring posts and catenaries at sea, with any buoys or buoy markers, in compliance with the approval of the Maritime Authorities and including, when established, its storage room, as indicated in the Technical Data Sheet; - **Rules of procedures:** refers to the totality of all the regulations that CdF reserves the right to adopt, modify and update at its sole discretion in order to regulate the mooring procedures, the manoeuvres, the road network, to guarantee the safety and the fire prevention, the environmental protection, the hygiene and the

decorum of the Marina, to regulate the use of the services and utilities, the waste disposal, and anything else necessary, also in compliance with the directives issued by the Authorities, as well as the internal regulations of the Marina published on the website www.caladelforte.it and the Provisional Safety Regulation of the port of Ventimiglia adopted by the Ministry of Infrastructures and Transport Sanremo Maritime District Office, with order no. 36 of 14.10.2020;

- **Services:** the combined total of General Services and Services on Demand
- **General Services:** protected harbour; radio information; weather information; lanterns; cleaning of the landing area; cleaning of jetties and quays; collection of solid urban waste; lighting and signalling; landing and traffic assistance; removal of unauthorised objects or boats illegally occupying the berth or restricting its free use; other services that may be set up in the future for the safe and efficient use of the Marina and its facilities and accessories, both at sea and on land;
- **Services on Demand:** drinkable water supply, power supply, other services, such as telecommunications and wi-fi, specified in the Regulations.
- **Unit:** means the pleasure craft indicated in the Technical Data Sheet.

Art. 2 – Subject of the Contract

2.1 Subject of the Contract is the concession of CdF to the User of:

- a. The mooring right of the Unity in the Berth which is understood to be a personal right of enjoyment not transferable, even temporarily, to third parties
- b. The right to use the Storage Room belonging to the Berth, only if expressly stipulated in the General conditions, which is understood to be a personal right of enjoyment not transferable, even temporarily, to third parties
- c. The right to park the Vehicles in the Parking stall, only if expressly stipulated in the General conditions, which is understood to be a personal right of enjoyment not transferable, even temporarily, to third parties
- d. The supply of General Services and Services on Demand.

Art. 3 – Fees and payments

- 3.1 The fee payable to CdF is indicated in the Special Conditions, which are deemed to be referred to herein in full (hereinafter the "**Charges**"), which does not include the Services on Individual Demand, which are regulated separately.
- 3.2 The Customer pay the Charges to CdF within the time limits specified in the Special Conditions.
- 3.3 The payment of the Charges and/or of what due to CdF in compliance with the Contract, cannot be suspended or delayed from claims or defences of the User, for whatever reason.
- 3.4 The missed payment, even partial, of the amounts due to CdF, shall automatically place the customer in default, constituting an instance of serious nonperformance such as to entitle CdF to request termination of the contract by right pursuant to Article 1456 of the Italian Civil Code. Anyway, it is at the customer's charge to pay the amount and the damage compensation.
- 3.5. In case of late payment, without the need for formal notice, the late payment commercial interest will be charged on arrears at the rate determined in accordance with art.231/2002, to which will be added the incurred expenses of Cala del Forte.
- 3.6. In case of missing/partial payment of the total amount and/or services for each one, Cala del Forte, without prejudice to its right to terminate the contract, may also suspend without notice the administration of services until the fulfilment.

Art. 4 Indemnifications

- 4.1. It is expressly understood that, in no way, CDF can be considered responsible of a failure for something that is out of its control, for example: sea storms, whirlwinds, floods, fires, lightning, explosions, wars, strikes, requests from the government, civil or military bodies, force majeure, pandemics or accidental events, actions or omissions of any governmental or administrative authority.
- 4.2. CDF won't have any responsibility on the client's belonging inside the marina, nor for injuries, thefts or damages to people.

Art. 5 Rules and modifications

- 5.1. The client is due to observe and notice the port's regulation, that has read receiving a copy and accept all its parts and future eventual modifications.
- 5.2. The client takes on all responsibility for damages,

even caused to others, consequent to the violation of the aforementioned regulations.

5.3. Failure to comply with the rules of the regulation constitutes a serious breach and will entitle CdF to terminate by right, without compensation, subject to compensation for damages.

5.4. The client agrees to the fact that CdF can modify, any time, the position of the berth or parking slot, in compliance with provisions that will be given by administrative authorities, or for technical and operational needs.

Art. 6 Concession revocation

6.1. The user declares to be aware that, following the art. 42 cod. Nav., the administrative unit can, for specific reasons due to the “sea usage” or for public interest reasons, revoke concessions before their expiry date and the contract would be ineffective; in this case the user won’t have any refunds, compensations or indemnities.

SECTION II – MOORING RIGHT

Art. 7 Dimensions of the unit and modification of the berth

7.1. Before starting to use the berth, the user will have to send a copy of the Certificate of Registry and a copy of a valid Insurance.

7.2. After the arrival of the boat in the marina, CdF will be entitled to verify the maximum effective measurements declared by the owner.

7.3. If, after CdF control, even one measurement is superior to the one stated by the User (according to appropriate harmonised standards and following the disposition of the Yachting Code), CdF will have the right to modify the measurements on the Contract, in compliance with the former art. 1456 of the Italian Civil Code, communicating the changes to the Users, without prejudice to the right to compensation for damages and, if requested, the Unit shall be removed from the Marina without delay. In this scenario, the User shall give to CdF the right to move the boat elsewhere, according to the availability and eventually with a higher price.

7.4 It is sole responsibility of the User to provide with the correct mooring operations of the Unity in the Berth for which CdF is NOT responsible. At its own discretion CdF could eventually charge the User for mooring reinforcements if considered inappropriate.

7.5 In the absence of the renewal of this contract, it is forbidden for the User to moor inside the Marina a different Unit from the one written on the contract.

7.6 The User shall communicate to CdF within 7 days from the renewal of the Contract, every variation concerning the personal data or the boat characteristics who were declared before and written in the previous Contract (e.g., assurance policy). 7.7 In case of non-compliance with the Contract, according to former art. 1456 of the Italian Civil Code, CdF reserves the right to terminate the contract without compensation of any kind and without prejudice to compensation for damages, informing the User via certified electronic mail or registered mail.

7.8 Note that CdF could change the exact location of the Berth inside the Marina, according to dispositions that may have been given by the Maritime Authorities or for technical and operational needs, giving notice to the User.

Art. 8 - Insurance coverage of the Unit

8.1. For the duration of the Contract, the User must have for the Unit, a valid insurance policy “mandatory for civil liability arising from pleasure boating”, for hypothesis of risk and for a minimum of euro 5.000.000, transmitting a copy to CdF before entering in the marina.

Art.9 – Responsibilities and indemnifications related to the boat

9.1. The client is the only one responsible of legal requirements from the boat and for any damages caused to people and things belonging and hosted by the boat.

9.2. The client, assuming all responsibility, declare to have all documents belonging to the boat, to the engine, to the boating license that might be necessary and to have on board all the equipment required by the current regulations, included the one in the Decreto legislativo, 18/07/2005 n°171 (Codice della nautica da diporto) and ss.mm.

9.3. CdF does not have any responsibility of the boats moored in the marina and the things on it.

9.4. The user declares to be to be aware and accept that CdF is no way responsible of damages suffered by the boat, caused by: weather events, vandalism, theft or other damages caused by third parties. Even in case of having a copy of the keys.

9.5. The client, before leaving the marina, would have to be sure about the perfect condition of the moorings and, in particular, the perfect condition of the springs. In case of emergency, the staff will be authorized to replace the springs or the fenders that are worn out, damaged or not efficient, with consequent charge to the customer.

9.6. With regard to some refurbishment, even slight, that might be done by external companies, the client has all responsibilities on checking the compliance from companies he mandates, according to Legge 81/2008, releasing CdF from any liability.

Art. 10 – Expiration and return of the berth 10.1.

On the expiry date of the contract, as explained in the Special Conditions, the user will have to remove the boat and give back the berth to CdF. Otherwise, Cala del Forte is authorized to charge the expenses to the customer and won't be responsible of the boat or anything in it.

10.2. For the extra and unauthorized days, CdF will charge the mooring daily rate.

Art. 11 - Effects of contract ending on the berth and the boat

11.1. The user, as the contract ends, will have to remove the vessel from the marina; otherwise, CdF will be entitled to hire a company, at the customer's charge and CdF won't be responsible for the storage of the vessel and the things on it.

11.2. Upon contract expiration, for any extra and unauthorized day, CdF will charge the mooring daily rate as compensation for unauthorized occupation.

11.3 The removal, towing, hauling, launching, parking and storage expenses will be charged to the client that will have to pay to have his vessel back.

SECTION III – PARKING RIGHT

Art. 12 – Responsibilities and indemnifications related to the car

12.1. The client is the only one responsible of legal requirements related to the car, and for damages caused by it to people and things.

12.2. The client, assuming all responsibility, declare to have all documents belonging to the car, to the driving license that might be necessary and to have on board all the equipment required by the current regulations.

12.3. CdF does not have any responsibility of the car parked and the things on it.

12.4. The user declares to be to be aware and accept that CdF is no way responsible of damages suffered by the car caused by: weather events, vandalism, theft or other damages caused by third parties. Even in case of having a copy of the keys.

12.5. CdF has no responsibility on things belonging to the customer in the marina, for injuries, thefts or damages to things or people suffered by the client or its possessions inside the marina.

Art. 13 - Car Insurance

13.1. During the whole contract period, the customer will have to stipulate for the car a compulsory third-party liability policy.

Art. 14 - Expiration and return of the parking slot 14.1.

On the expiry date of the contract, as explained in the Special Conditions, the user will have to move the car and give back the parking slot to CdF. Otherwise, Cala del Forte is authorized to charge the expenses to the customer and won't be responsible of the boat or anything in it.

14.2. For the extra and unauthorized days, CdF will charge the parking daily rate.

Art. 15 - Effects of contract ending on the parking slot and the car

15.1. The user, as the contract ends, will have to remove the car from the parking; otherwise, CdF will be entitled to hire a company, at the customer's charge and CdF won't be responsible for the storage of the car and the things on it.

15.2. Upon contract expiration, for any extra and unauthorized day, CdF will charge the parking daily rate as compensation for unauthorized occupation

15.3. Removal, towing, parking and storage

expenses will be charged to the client that will have to pay to have his car back.

SECTION IV – STORAGE USAGE

16.1. The storage is intended as berth appurtenance according to the art. 817 c.c. and ss, and the customer will be the sole owner for the whole durations of the contract.

16.2. On the expiry date of the contract, as explained in the Special Conditions, the user will have to give back the storage room keys to CdF, having emptied the cellar.

Otherwise, Cala del Forte is authorized to empty the storage with no responsibility on the custody of the removed goods.

16.3. For each day of delay on returning the storage room, free from thing and people, CdF will charge the storage daily rate as compensation for unauthorized occupation.

16.4. The customer is not authorized to make any changes neither outside nor inside and change the use of the storage room as depot. Otherwise, CdF will be entitled to end the contract ex art. 1456 c.c. giving communication via PEC or Racc. A/R, with no compensation.

Art. 17 - Responsibilities and indemnifications

17.1. The customer is concerned in the custody of the storage.

17.2. The user declares to be aware and accept that CdF is not responsible of damages suffered by the goods inside the storage caused by vandalism, theft or other damages caused by third parties.

Art. 18 - Effects of contract ending on the storage room

18.1. The user, as the contract ends, will have to give back the storage to CdF; otherwise, CdF will be entitled to hire a company, at the customer's charge and CdF won't be responsible for the storage of the removed goods.

18.2. Upon contract expiration, for any extra and unauthorized day, CdF will charge the storage room daily rate as compensation for unauthorized occupation.

18.3. The expenses for the storage and removal of the goods will be charged on the customer, as a condition to have it back.

SECTION V – SERVICES

Art. 19 – Delivery of services

19.1. With delivery of services is intended, according to the art. 1567 c.c., that in case of non-use of them, even partial, there will be no modification on the agreed amount. The user must pay the service, even having not used it.

Art. 20 - Limitation of liability of CdF

20.1. CdF has no responsibility in case of difficulties in using a service inside the marina, unless it depends on CdF.

20.2. With unauthorized assignment to a third part of services, ex art 1456 c.c., CdF can conclude the contract giving communication via PEC or Racc. A/R.

Art. 21 – Charges and payments

21.1. Charges for General Services are included in the rate.

21.2. Charges for individual requests will be charged for each customer.

21.3. Charges of services will be as established in the section of "Special Conditions"

21.4. The payment of the above-mentioned services can't be delayed for any reasons.

21.5. CdF has the right of suspending the service in case of non-payment, moreover the customer will have to pay default interests as for D. Lgs. 231/2002.

SECTION VI – FINAL DISPUTES

Art. 22 - Intuitu personae

22.1. This contract is intuitu personae, it is not permitted to give up to third parties the berth or parking space without authorization of CdF, otherwise won't be effective.

22.2. In case the user wants to give up his company and the contract is included on it; the user must provide:

a. Signed written communication also from the third parties with legal authorization for the treatment of personal data in compliance with UE Regulation 2016/679 (in the following GDPR) and with the Legislative Decree n. 196/2003 and ss.mm., if necessary;

b. Copy of Specific Conditions, the General Conditions and the Annexes, the Port Rules of

Procedures, signed for acceptance by third parties and commitment to strict compliance with the rules;

c. Copy of valid ID of the third parties, or if society a copy of the document stating the existence of it, fiscal code, details of registration in public registers and the copy of the ID of the legal representant.

Art. 23 - Marina Management

23.1 CdF can in anytime give the authorisation to manage the Marina to another person, giving notice to the Users.

23.2 In that case, all rights arising to CdF under the Contract and the Regulations shall be exercised by the person entrusted with the management of the Marina.

Art. 24 – Communications

24.1 Every communication concerning the Contract must be sent to both physical and email addresses written in the Specific Conditions.

Art. 25 - Protection of personal data

25.1 The User, after consulting the privacy policy, declares to be properly informed about data and news concerning the purposes and methods of personal data processing, the nature and provision of personal data, the consequences of its refusal, the subjects to whom personal data can be communicated or that may be aware of in their capacity as data processors, the scope of dissemination of such data, the rights and details of the data controller, which is CdF.

Art. 26 - Entire Contract

26.1 This Contract includes the entirety of the agreements reached between the parties and excludes other previous agreements.

26.2 CdF tolerance towards the User in case of noncompliance with Contract, will not exempt the User from the obligations to the exact fulfilment of all the terms and conditions set out herein

Art. 27 - Applicable law and jurisdiction 27.1

The present Contract and any dispute relating to the application, interpretation, execution, non-fulfilment and/or termination of the Contract itself or connected or consequent thereto, shall be governed by Italian law and devolved to the

exclusive jurisdiction of the Judicial Authority of the Court of Imperia. Said exclusive jurisdiction shall also apply with respect to the consumer where said clause has been expressly accepted and undersigned by the consumer in the Special Conditions, such undersigning attesting to the fact that said clause has been the subject of specific individual negotiation.

Art.28 - Election of domicile

28.1 The User shall elect domicile at the Unit if present in the Port or stationed in other ports. The election of domicile by the User shall remain effective even in the event of termination for any reason of the effects of the Contract.

Furthermore, the User declares that the election of domicile thus assumed is confirmed as valid and effective also with reference to future further and different contractual relationships, provided that they are inherent to the use of berths, sail storage, reservations, future moorings and the provision of port services and utilities, including the case of occupation or use of said port resources for any reason and with any Unit of which the User is the owner and/or owner and/or captain and/or user and this, until the change of the election of domicile that will be established with a different written agreement between the Parties.

Notwithstanding the foregoing, the User expressly declares that all communications between the Parties and the service of judicial documents shall be validly performed if carried out, indifferently, at the Unit if present in the Port or stationed in other ports, the residence or registered office of the User at the address indicated in the header of the Contract, by registered mail with return receipt, PEC or through judicial officers, notwithstanding the validity and effectiveness of communications, including the service of judicial documents, made by PEC to the addresses indicated in the heading or resulting, indifferently, from one of the public lists.

28.2 The User expressly undertakes to promptly communicate in writing to the Company, by registered letter with return receipt or by PEC, any variation of the address (also PEC) indicated in the header of the Contract. Failing this, any communication and/or notification made to the address (also PEC) indicated in the header of the Contract, save in any case the validity of communications and notifications made at the Unit if

present in the Port or stationed in other ports, shall, however, be valid and effective for all legal purposes, expressly waiving the User to any exception and/or dispute for the case of non-delivery and / or receipt, as solely attributable to the User's failure to comply with the aforementioned communication obligation.