

GENERAL CONDITIONS OF MOORING CONTRACT

1. The User undertakes:

- a) To observe and make its guests and employees and any collaborators, even occasional, observe the General Regulations of the marina of "Marina di Stabia", approved by order No 14/2015 of the Ministry of Infrastructures and Transport - Port Authority of Castellammare di Stabia (hereinafter, the "**Regulations**"), Stops the faculty of Marina di Stabia S.p.A. (hereinafter, the "**Manager**"), with registered office in Castellammare di Stabia (NA), street Alcide De Gasperi, 313, Manager of the marina called Marina di Stabia (hereinafter "**Marina**"), to modify or update the Regulations, according to the established procedures, upon notice to the User, during the period of validity of the contract;
- b) to always strictly observe the laws and usages of the correct seamanship in the use of the Boat, both when approaching the Marina and inside it, as well as in terms of administrative, customs, police and navigation safety provisions as well as Port Authority and ecological – environmental provisions, for any violations of which the User will be held exclusively responsible and will indemnify and relieve the Manager from any damage or injury, including economic, that the violation of the rules of this point could cause ;
- c) to keep the Boat insurance active and keep the latter in compliance with all applicable provisions regarding recreational Boats, for which the Manager is exonerated from any and all liabilities in regard of: any lack of insurance, which will hence give rise to an exclusive obligation of compensation to be paid by the User;
- d) each entry of the Boat into the Marina must be communicated to the Manager on channel 69 VHF. In order to allow a correct management of port services, the Boat departing from the landing area must give prior notification to the Manager, and must indicate, with at least 48 hours' notice, the date of the expected return. In any case, the Boat leaving the Marina, even for periods of less than 24 hours, must notify the departure and the expected time of return. In any case, during the period of absence of the Boat, the mooring remains at the exclusive disposal of the Manager;
- e) to carry out the check-in operations, on the arrival, and the check-out operations, at the departure. The mooring must be vacated by 12 o'clock on the day of expiry of the Duration. The release will not be deemed to have occurred if the User has not been given back to the Manager any badges, keys, cards and anything else received;
- f) to refrain from unloading within the Marina, both on water and on land, and with the exception of collection points, of any waste, including the bilge water, in accordance with the code of the Laws on navigation (article 71 and art reg. 77); Pursuant to Legislative Decree 182/2003 and any subsequent modifications, on board waste must be assigned where and as indicated in the collection plan approved by the competent Authorities. The Manager will indicate and highlight the collection facilities located in its area. The Owners of Units authorized to transport a number of people over 12 (twelve) are required to provide any waste on board applying the specific legislation of the aforementioned Legislative Decree. 182/2003 and any subsequent amendments;
- g) to pay all sums due, for any reason, under this contract. In case of non-payment of the sums due, the User cannot remove his Boat from the Marina areas without the Manager's authorization and the Manager may, at his discretion, declare the Contract terminated. The Manager's receivables deriving from this Contract for mooring, stabling, provision of services in general are assisted by the special privilege referred to in Article 552 of the Navigation Code and, therefore, - pursuant to and for the purposes of Article 2769 of the Civil Code - the Manager may ask the Judicial Authority to seize the Boat. From the date of communication to the User that the Manager intends to make use of the special privilege, the latter will hold the movable property owned by the defaulting User, with right of retention and with the right to sell them, pursuant to Article 2756 of the Civil Code. The User hereby authorizes the Operator to make use of the provisions of Articles 2784 and following of the Civil Code - and in particular 2796 and 2797 of the Civil Code - recognizing the commitment from the date of the aforementioned communication by means of registered letter with acknowledgment of receipt;
- h) to inform the Manager, at his simple request, the names of the personnel and guests on board;
- i) to perform the mooring at his own care and responsibility. The Boat must be moored safely, according to the correct maritime rules, with its own cables and the User is solely liable for its efficiency and adequacy. The User is liable for damages of any kind caused by the breaking or loosening of the cables or bollards. In addition, the Manager assumes no responsibility for damage caused by bad weather (sea storms, hail, etc.): therefore, it will be by the User's care, in the worsening of weather conditions, to ensure the safety conditions

of his Boat, provide for the reinforcement of moorings, etc. The Manager will make available for mooring the means and services provided for pursuant the Regulation and the User shall be held entirely and uniquely responsible for both, damages resulting from an error in the exit and docking operations and damages caused by the User (or by persons, entities, and things related to him, including the Boat itself) in docking operations, outgoing, or during the stay in the mooring and, generally, in the Marina. The User will keep the Manager completely unharmed and free from any damage or injury, even of an economic nature, that the violation of the rules of this point could cause; the User acknowledges that it is expressly forbidden to all the employees and co-workers of the Manager to take over copies of the keys of the Boat, and / or the original documents of the same;

- j) to comply with the following provisions, in addition to the compliance with all the rules contained in the Regulation:
1. it is absolutely forbidden to smoke on Boats or in the surrounding areas during refueling operations;
 2. it is forbidden to throw polluting substances or that cause unpleasant odors;
 3. the cleaning of tanks, fuel tanks and oils is forbidden. In case of accidental spillage of hydrocarbons on the docks or in the water mirror, the responsible User must immediately have the Manager carry out the cleaning of the surfaces and structures involved, and pay for the related costs;
 4. the electrical equipment on board must be in a perfect state of maintenance;
 5. the compartments containing liquid gas cylinders must be positioned outside and well ventilated;
 6. fire extinguishers mounted on boats must be in the number prescribed by the regulations and in perfect state of maintenance;
 7. in order to avoid wasting water, the User is obliged to use the water hoses, supplying them with a dispensing gun: the Boat must be washed with biodegradable products;
 8. the ground connection for the supply of electricity from the dock columns in the event of prolonged or temporary absence of the on-board personnel is prohibited;
- k) to limit the use of the mooring for which this contract relates to the User's strictly recreational-personal use, with the exclusion of any other use - such as, by way of example, use of the Boat as a place of commercial, professional or sales activity of any kind of products or materials, as well as any other advertising and promotional activity – without prior and express authorization of the Manager. The use must comply with the principles of maximum correctness and education, carefully avoiding generating disturbance and hindrance to other Users and the overall functioning of the Marina. In all cases, therefore, it is understood that the mooring and the resting of the Boat are at the sole risk of the User, and the Manager shall not be held responsible:
1. for whatever damages to the Boat;
 2. for whatever fire to the Boat;
 3. for whatever theft of the Boat;
 4. for theft or damage (including fire) to ship furnishings, objects / goods left on board, accessories and appliances (nothing excluded);
- l) to notify the Manager of its intention to replace the Boat with at least 15 days notice, providing a copy of all documentation (including but not limited to, the navigation license and insurance) relating to the new vessel. If the new Boat is larger than the contracted one, the Manager reserves the right to assign a different mooring and the User undertakes to recognize to the Manager an integration of the fee for the remaining duration of the Contract;
- m) to ask the Manager for prior authorization for each access of its employees, or external companies and / or any collaborators, who are responsible for carrying out work on the boat, which in any case may be carried out only where permitted by the Regulation, and is obliged to comply to any prohibition imposed by the Manager, at its sole discretion. In particular, the personnel in charge must be equipped with their own manual equipment and work scaffolding, in compliance with current regulations and avail themselves of employees who are regularly enrolled and covered by an adequate insurance policy. The Manager has the right to deny access to persons without the aforementioned requirements at any time, as well as to expel them from the Marina, with immediate effect, any employee or any collaborators, even occasional, introduced without consent and / or without the possession of the aforementioned requirements. Authorized personnel must undertake to respect, within the port structure, the safety regulations provided for by law and the related prevention plan especially prepared by the Manager;

- n) not to transfer to third parties, even partially, the rights deriving from the present mooring contract, or substitute others for the enjoyment and use of the same (or still use the mooring for a Boat other than the one covered by the contract), the assignment of the contract as well as the sub-letting or sub-assignment of the mooring, as well as any other instrument that produces a replacement of the User and / or the Boat is expressly prohibited.
2. The User hereby expressly authorizes the Manager to move the Boat to another place or location - in case of need, arrears or during events / demonstrations - as well as to the use of the mooring temporarily vacated. Furthermore, in case of danger to human life, or in any other dangerous situation, the Manager can also use the salaried personnel of the Boat present for free. The Manager, with the exclusion of any responsibility, may arrange and / or carry out inspections at any time - to help prevent accidents or damage - and remove at the owner's expense the boats deemed, in his opinion, not in order.
 3. The Contract does not include the use of any parking space. The User can request - and obtain, within the limits of the general availability of parking spaces - the availability of a non-fixed parking space. The Manager does not take into custody and / or deposit the vehicles and motorcycles parked in the areas of its own relevance. The authorization to park is conditioned to the actual availability of places in the areas expressly prepared for this, and in any case with the obligation to respect the prohibition of any sound emission, or of fumes incompatible with the stillness and public hygiene, as well as "walking speed" and the absolute prohibition of sound alarm systems. Vehicles may only be parked in the designated areas and in such a way as to allow, however, the free movement of any emergency and first aid vehicles. Any violation of the aforementioned obligations authorizes the Manager to provide for the forced removal of vehicles, and their admission to authorized warehouses, charging the User for any related expenses and charges. The User is informed that the authorization to park in the reserved areas may be temporarily suspended or revoked during events or for reasons of force majeure.
 4. The Manager specifies that the services offered and available within the Marina are:
 - a) management of the Marina according to the Regulation, without assuming any responsibility for custody, supervision and protection of the Boat and its occupants, as well as of the things and equipment related thereto, except in cases of willful misconduct or gross negligence;
 - b) concierge service, carried out by personnel identified by the Manager who, in any case, is not responsible for any theft, subtraction or loss (of objects, money, removable or non-removable equipment, etc.) of anyone moored, stopping or transiting in the concession area - also in relation to goods inside or outside the vessel;
 - c) and furthermore:
 - o 24-hour mooring assistance service on the VHF 69;
 - o shuttle service to and from the city center (from June to September);
 - o barbecue area
 - o Parking
 - o wi-fi
 - o weather forecast
 - o differentiated waste collection points;
 - o withdrawal of exhausted oils and batteries;
 - d) and, finally, the following paid services:
 - i) Osmotic water
 - ii) electricity available up to 440 / A;
 - iii) fuel station on the VHF 71 channel;
 - iv) gym
 - v) captain's corner pub;
 - vi) yachting club with swimming pool.
 5. Any temporary suspension of one or more of the services described above (or foreseen in the general regulation of the Marina), caused by a fact independent from the Manager's will - cause of force majeure, calamity, natural phenomena, facts attributable to actions or omissions of the User or of third parties - will not entitle the User to any compensation, reimbursements or reductions of the agreed fees.

6. In the hypothesis in which the Maritime Authority or, in any case, the Public Administration or a Public Authority - for reasons of public interest, of public use or of public necessity - proceed to revoke the concession by the Manager, the User already declares that he shall not have anything to claim, for any reason, from the Manager.
7. The Contract cannot, under any circumstances, be considered tacitly renewed. Upon expiration, the User must immediately remove the Boat. Failing to comply, the occupation of the mooring by the User - for a maximum period of 30 days after the expiry of the Duration - will give rise, to a right of compensation for expenses and compensation for illegal occupation, to the charge of a daily sum, conventionally determined to an extent identical to the amount paid daily for the Term of the Contract. At the end of the thirtieth day, the same monthly fee for the same category of boats and similar places shall be applied.
8. The Manager has the right to terminate the present contract, pursuant to art. 1456 cc, in case of default by the User to any of the provisions referred to in Article 1. a) (observance of the Regulation); 1. b) (observance of police regulations and others); 1. c) (maintenance of life insurance and maintenance of the Boat in compliance with current regulations); 1. e) (payment of all sums due to the Manager); 1. g) (indemnity for damages deriving from mooring or permanence in the Marina); 1. h) (exclusive use and use of the mooring); 1. i) (prohibition of sale, subletting and sub-concession), as well as for the elimination of even one of the elements referred to in the introduction, sections **A. B.** and **C.**, of the mooring contract, thus making the User's right to use no longer apply - without retroactive effects - and gives the Manager the right to forfeit, as a penalty, the sums received at that time also for the purpose of future lease up to cover the entire Duration, without prejudice to the right to compensation for any further damage. The early termination of the contract, by choice or need of the Manager, does not entail any repayment of the amount agreed for the period not used.
9. The User is given by the Manager the information required by EU Regulation 679/16, which is attached to the contract; the stipulation of the contract by no means all conditioned to the agreement to the processing of personal data, nor, to the failure to exercise the right of revocation or any other right provided under the EU Regulation 679/2016 concerning the processing of personal data.
10. This is a free English translation. It is understood between the Parties that this English version is a mere courtesy copy and for any conflict of interpretation the Italian version shall prevail.
11. For any controversy that shall arise between the User and the Manager, the exclusive jurisdiction of the Court of Torre Annunziata shall apply.
12. For any hypothesis not regulated by the present General Conditions, please refer to the provisions of the Regulation.