



Base Nautica Flavio Gioia S.p.A.

General Terms and Conditions of Contract

art. 1) Art. 1) The provision of any service and performance by Base Nautica Flavio Gioia S.p.A. is governed by these General Terms and Conditions, without prejudice to any additional or supplementary terms that may be included in individual contracts entered into from time to time. For the purposes hereof, the following definitions shall apply:

a) BNFG: Base Nautica Flavio Gioia S.p.A.; b) Applicant or User: the party executing the contract; c) Vessel: the pleasure ship, pleasure boat and/or craft; d) Berthing Area: the area in the water where the Vessel may be moored; e) Dry Storage Area: the yard or rack area where the Vessel may be positioned ashore and out of the water; f) Marina Management: the management of the marina; g) Length Overall (LOA / LFT): the actual overall length of the Vessel, regardless of the length indicated in the navigation license and/or any other Vessel documentation.

art. 2) The Applicant for the services offered by BNFG, at the time of execution of the contract (request for the provision of services accepted by BNFG), shall provide adequate documentation of their identity, as well as of the characteristics, nationality, and ownership of the Vessel.

By executing the contract, the Applicant:

- A) guarantees BNFG, holding it harmless from any and all liability, that the Vessel for which the services are requested: a) is under the Applicant's full and lawful availability; b) is in proper and seaworthy condition; c) is provided with all required documentation, valid and in force; d) is equipped with all mandatory onboard equipment as required by applicable regulations; e) fully complies with and observes all requirements imposed by the Maritime Authority; f) is insured for third-party civil liability.
- B) warrants to BNFG (where the Applicant is not the owner and/or operator of the Vessel) that, being duly authorized to do so, their execution of the contract constitutes full and unconditional acceptance of these General Terms and Conditions and of the contract by the Vessel's owner/operator, including in the event that such owner/operator is a leasing company.
- C) undertakes: a) to accept the tariffs applied by BNFG; b) to hold BNFG harmless from any right of recourse or claim provided for under any insurance policy relating to the Vessel (including, by way of example, theft, fire, and third-party civil liability); c) where a dry storage area is requested for the Vessel, to provide BNFG in advance with a waiver of recourse issued by the Applicant's insurance company; d) to complete the check-in procedures upon arrival and the check-out procedures upon departure; e) to provide, upon simple request, the identification details and personal data of crew members and embarked guests; f) to consent to the processing of personal data for the purposes required under applicable laws and regulations.
- D) further undertakes (where the Applicant is not the owner and/or operator of the Vessel): a) to promptly inform the actual owner and/or operator and/or the leasing company of the execution of the contract; b) to be personally liable, without any exemption, exclusion, or limitation of the liability of the owner and/or operator and/or the leasing company, for all obligations arising under these General Terms and Conditions and under the executed contract, including, in particular, all amounts due to BNFG for the services provided to the Vessel.

art. 3) Berthing at the dock or within the water basin, as well as dry storage ashore, shall not constitute, on the part of BNFG, acceptance of custody or safekeeping of the Vessel, its equipment, accessories, or appurtenances, regardless of whether the crew, the owner, the operator, or any other authorized person is present on board.

art. 4) Should the User deliver copies of the Vessel's keys and/or its documents to Marina Management and/or marina personnel, such delivery shall be deemed made and accepted solely as a matter of courtesy, without any assumption of responsibility on the part of the Marina Management, and shall in no event be construed as acceptance of custody and/or safekeeping of the Vessel.

art. 5) By entering into the contract for sea berthing services and/or dry storage services, BNFG undertakes exclusively to: 1. allow the berthing and/or storage of the Vessel within its facilities; 2. provide daytime and nighttime surveillance of its berthing and/or storage facilities; 3. clean docks and storage areas and collect non-special waste from the docks; 4. provide maneuvering assistance services (if requested), without any assumption of liability in connection therewith; 5. provide weather information services, without any assumption of responsibility with respect thereto, which may be consulted on our website: www.basenautica.com; 6. upon expiration of the contractual term, require the Vessel to vacate the berth by 12:00 noon. After 11:00 p.m., the marina does not provide berthing assistance. Should such assistance be required, it will be provided at a flat fee of EUR 100.00. Any additional services, such as (by way of example) the supply of water and electricity, the collection of special waste, etc., must be expressly agreed upon and arranged between the User and Marina Management.

art. 6) In the absence of a formal and timely written notice of termination, contracts shall be deemed automatically renewed for an equivalent term, and so forth. Notice of termination of any contract must be given in writing: a) at least ninety (90) days prior to expiration for contracts with a term equal to or exceeding six months; b) at least thirty (30) days prior to expiration for contracts with a term equal to or exceeding two months and shorter than six months; c) at least seven (7) days prior to expiration for contracts with a term shorter than two months and longer than fifteen (15) days.

Upon expiration of the berthing and/or storage contract, the Vessel shall immediately vacate the marina. Failing this, BNFG shall be entitled to carry out, or have carried out, the forced removal of the Vessel at the Applicant's expense and, in any event, shall apply, for the entire period not covered by the contract, a penalty equal to the daily berthing rates in force during the summer season. In the absence of a formal and timely written notice of termination, contracts shall be deemed automatically renewed for an equivalent term, and so forth. Notice of termination of any contract must be given in writing: a) at least ninety (90) days prior to expiration for contracts with a term equal to or exceeding six months; b) at least thirty (30) days prior to expiration for contracts with a term equal to or exceeding two months and shorter than six months; c) at least seven (7) days prior to expiration for contracts with a term shorter than two months and longer than fifteen (15) days. Upon expiration of the berthing and/or storage contract, the Vessel shall immediately vacate the marina. Failing this, BNFG shall be entitled to carry out, or have carried out, the forced removal of the Vessel at the Applicant's expense and, in any event, shall apply, for the entire period not covered by the contract, a penalty equal to the daily berthing rates in force during the summer season.

art. 7) BNFG expressly reserves the right to terminate the contract early, at any time and at its sole discretion, without any obligation to pay compensation, by giving fifteen (15) days' notice, which may also be provided verbally. Should the Vessel fail to vacate the marina upon expiration of the notice period, BNFG shall be entitled to carry out, or have carried out, the forced removal of the Vessel at the Applicant's expense and, in any event, to apply, for the entire period of continued stay within the marina, a penalty equal to the daily berthing rates in force during the summer season. The requirement to provide notice shall not apply where termination is due to marina safety reasons and/or events of force majeure, in which case the effects of the contract shall cease immediately.

art. 8) The drawing of electrical power and water must be agreed upon in advance and authorized by Marina Management. Such use shall be carried out exclusively by means of connection devices compliant with applicable safety regulations and in accordance with the procedures indicated by Marina Management. Any misuse or abuse shall result in the immediate suspension of all supplies, without prior notice, without prejudice to any consequences arising from the obligation to notify the competent Authorities. The use of electrical power shall in any event be at the User's own risk and responsibility. The User shall therefore adopt all necessary precautions and safety measures, with BNFG being fully released from any liability. Such use is strictly limited and reserved exclusively to the recharging of onboard batteries or of batteries for any CE-certified equipment. Reimbursement for water supply services and the use of electrical utilities shall be made in accordance with the tariffs established by BNFG.

art. 9) The assignment of the berth and/or dry storage area, as well as the enforcement of the rules governing the use of the marina, shall be entrusted to marina personnel.

art. 10) No substitution, transfer, or succession in the occupation of the berth and/or dry storage space, nor any exchange between Users, even if temporary, shall be permitted unless expressly authorized in advance by Marina Management.

art. 11) In order to ensure the proper management of marina services, any Vessel leaving the marina shall provide prior notice to Marina Management, indicating the expected date of return, with at least forty-eight (48) hours' advance notice. In any event, any Vessel departing the port, even for periods of less than twenty-four (24) hours, is required to notify Marina Management of its departure and the expected time of return. During the period of the Vessel's absence, the assigned berth shall remain at the exclusive disposal of Marina Management. Any entry of the Vessel into the port shall be communicated to BNFG on VHF channel 9.

art. 12) Should the Applicant intend to replace the berthed and/or stored Vessel, prior notice shall be given to Marina Management. In such case, BNFG shall have the sole and unquestionable discretion to allow the continuation of the contract or to deny it and/or to amend its terms.

art. 13) The Applicant shall notify Marina Management of any change relating to the ownership, license, possession, or availability of the Vessel, as well as of any change concerning the persons responsible for and entitled to use the Vessel within the marina. In such cases, BNFG shall have the sole and unquestionable discretion to allow the continuation of the contract or to deny it. In the absence of any such notice (duly acknowledged and accepted in writing by BNFG), all responsibilities assumed at the time of execution of the contract, as well as all related obligations and charges, shall remain fully in force.

art. 14) The amounts agreed upon and charged for berthing services shall be payable for the entire agreed contractual period, even if the Vessel does not make use of the services, is not present at the BNFG marina for any reason whatsoever, temporarily departs from the marina, or is hauled out (including within the marina premises) for the performance of works.

art. 15) Le tariffe di ogni servizio sono calcolate in base alla lunghezza effettiva fuori tutto (LFT/LOA) dell'unità indipendentemente da quanto indicato nella licenza di navigazione e/o in altri documenti della stessa. Il marina si riserva di verificare l'effettiva lunghezza fuori tutto dell'unità. Il pagamento delle prestazioni e dei servizi dovrà di norma essere effettuato anticipatamente al momento dell'arrivo dell'unità. Qualora venga effettuata la preventiva



prenotazione del posto d'ormeggio o del posto a terra, dovrà di norma essere corrisposto: a) per i contratti di durata inferiore a sei mesi: l'intero importo pattuito; b) per i contratti di durata superiore ai sei mesi: il 50% dell'importo pattuito. La prenotazione potrà considerarsi perfezionata solo con l'avvenuta effettuazione dei predetti pagamenti (o presso la Direzione dell'approdo o con bonifico bancario avente data fissa) e con l'accettazione della medesima da parte della BNFG. In nessun caso può essere richiesta la restituzione di quanto corrisposto al momento della prenotazione, salvo che non dipenda da fatto imputabile alla BNFG. I termini di pagamento indicati nei contratti devono intendersi essenziali e perentori nell'interesse della BNFG. Qualora nei contratti vengano pattuiti pagamenti da effettuarsi a determinate scadenze, trascorsi giorni 3 (tre) dal termine stabilito per ogni singola scadenza, in ipotesi di inadempimento, si verifica la perdita del beneficio del termine per i pagamenti successivi, ed il richiedente è costituito in mora per tutte le somme ancora dovute, senza necessità di alcun avviso formale da parte della BNFG. In ogni caso, anche qualora nei contratti vengano pattuiti pagamenti da effettuarsi a determinate scadenze l'utente decade dal beneficio del termine e dovrà corrispondere l'intero importo pattuito nell'ipotesi di anticipata partenza dell'unità se all'ormeggio e di anticipato varo dell'unità se a terra. In dette ipotesi il pagamento del saldo dovrà essere inderogabilmente ed in ogni caso effettuato prima della partenza e/o prima del varo dell'unità. Per ogni credito (anche contestato) della BNFG resta espressamente attribuito alla medesima il diritto di ritenzione sull'unità.

art. 16) BNFG reserves the right and authority to change the assigned berth and/or the dry storage area at its sole and unquestionable discretion, without the Applicant being entitled to raise any objection whatsoever.

art. 17) Each Applicant is responsible for the safety of their own Vessel. The Vessel shall be moored by the User, in the location designated by Marina Management, using the User's own lines, ropes, and fenders in adequate number and size so as to prevent damage to berthing structures and to third parties. Responsibility for berthing maneuvers shall at all times rest exclusively with the User, even where assistance from marina personnel is requested. The User is required to leave the Vessel properly moored and in full working order, under conditions suitable to allow any necessary emergency intervention, and shall continuously verify and ensure: a) that there are no fuel leaks; b) that electrical systems are in perfect working order and properly maintained; c) that onboard fire extinguishers are fully operational; d) that onboard compartments containing liquefied gas cylinders are adequately ventilated; e) that automatic bilge pumping systems are activated and functioning in the event of water accumulation (including accidental accumulation) within the Vessel; f) that mooring lines are in excellent condition and capable of withstanding the entire duration of the stay.

art. 18) The Applicant for the service undertakes to immediately notify BNFG of any malfunction, damage, or defect that may impair the Vessel's seaworthiness, its storage, or the safety of the marina.

art. 19) BNFG is expressly released from any and all liability for any service disruption or damage arising from force majeure events, natural disasters, natural phenomena, acts or orders of public authorities, or from acts or omissions attributable to the Applicant or to third parties. Furthermore, in any event, BNFG shall not be liable: a) for damage to the Vessels arising from any cause whatsoever; b) for fire affecting the Vessels, regardless of the cause; c) for theft of the Vessels; d) for damage (including fire damage) to, or theft of, onboard furnishings, objects or property left on board, accessories, and appurtenances of any kind (nothing excluded). Berthing and storage of the Vessel shall therefore be entirely at the Applicant's own risk and responsibility.

art. 20) BNFG does not assume custody and/or storage of automobiles, motorcycles, or any other land vehicles, howsoever designated, parked within areas under its jurisdiction. Access of such vehicles into the marina area is permitted solely upon prior authorization by Marina Management and in accordance with the procedures prescribed by the same, and in any case subject to compliance with the prohibition of noise emissions or exhaust fumes incompatible with public peace and hygiene, as well as the obligation to proceed at walking speed. Authorization to park is subject to the actual availability of spaces in the areas expressly designated for this purpose and to strict compliance with the absolute prohibition of audible alarm systems. Parking must be carried out in accordance with the directions given by BNFG personnel and, in any event, in such a manner as to allow the free circulation of emergency and first-response vehicles. Any violation of the above obligations shall entitle BNFG to arrange for the forced removal of the vehicle and its storage at authorized facilities, with all related costs and charges borne by the User. The User is hereby informed that authorization to park in designated areas may be temporarily suspended or revoked during sporting events or due to force majeure.

art. 21) Any User intending to have works or interventions carried out on the Vessel, or on its appurtenances and accessories, by external contractors shall submit a prior written request to Marina Management.

It is expressly prohibited to introduce external personnel not authorized by Marina Management for the performance of artisanal, technical, or commercial activities.

Any breach of the provisions set forth in this Article shall constitute grounds for immediate termination of the contract, to the detriment of the User. In any event, any authorization granted by Marina Management shall not imply any assumption of liability on the part of BNFG, as such works shall in all cases be carried out at the Applicant's own risk and responsibility.

The User shall in all cases remain fully liable for any environmental damage that may be caused, as well as for any damage to persons and/or property, with BNFG being expressly released from any liability.

art. 22) For works commissioned to BNFG and/or carried out or arranged by BNFG, the Client shall be required to request testing and/or inspection prior to the Vessel being put into service and, in any event, prior to its collection.

Failing such request, the works shall be deemed accepted without reservation. The Client expressly acknowledges and agrees that the works referred to in the preceding quotation shall be carried out by BNFG S.p.A. in compliance with the Marina Regulations, which have already been delivered to and received by the Client, as well as with the following contractual provisions:

Testing / Inspection: The Client shall carry out the inspection and/or testing of the commissioned works within three (3) days from receipt of the notice of completion. Such term may be extended by BNFG upon the Client's request, taking into account the primary operational requirements of the shipyard activities. Upon expiration of the inspection period, the Vessel shall be moved and, where applicable, launched, with all related costs borne by the Client.

Failure to Carry Out Inspection: In the event that the inspection is not carried out due to reasons attributable to the Client, no objections or claims may be raised with respect to the commissioned works, which shall be deemed expressly accepted.

Warranty: The warranty on the commissioned works is provided by BNFG for a period of one (1) year from completion of the works and does not extend to parts of the Vessel which, although incidentally affected, were not the subject of the commissioned works. With respect to spare parts and materials used for the performance of the works, the general warranty conditions offered by the manufacturer or importer shall apply, and any related claims shall be addressed to the same.

Warranty Exclusions: The warranty is expressly excluded for works performed without the purchase of spare parts or where spare parts are supplied by the Client. In such cases, BNFG shall be responsible solely for the quality of the workmanship performed.

art. 23) Access by any person to Vessels stored ashore on which works commissioned to BNFG are in progress shall be permitted only upon prior authorization by Marina Management and solely to persons equipped with all personal protective equipment required under Legislative Decree no. 81/2008, as amended. BNFG shall not be responsible for verifying the efficiency or adequacy of such personal protective equipment, responsibility for which shall remain with the owner, operator, and/or master of the Vessel. In any event, access on board a Vessel stored ashore shall be carried out at the sole risk and responsibility of the person accessing it, and nothing may be attributed to BNFG, which is therefore expressly released from any liability for damage to persons, property, or vessels.

art. 24) In compliance with applicable health and safety regulations in the workplace (Legislative Decree no. 81/2008, as amended), it is strictly prohibited to carry out works personally, or with the assistance of family members and/or employees, on the Vessel while berthed or stored. Any violation of the provisions of this Article shall constitute grounds for immediate termination of the contract, to the detriment of the User.

art. 25) For all matters not expressly provided for herein, the provisions set forth in the BNFG Marina Regulations, as approved by the competent Maritime Authorities, shall apply. Such Regulations, delivered to the Applicant at the time of execution of the contract, shall form an integral and inseparable part thereof. By executing the contract, the User also declares that they have read and understood the BNFG Code of Ethics and the Emergency and Evacuation Plans, and unconditionally accepts them.

art. 26) The fact that BNFG does not exercise any of the rights or remedies provided for in these General Terms and Conditions and/or in the individual contracts executed shall not be construed as a waiver of such rights, nor shall it prevent BNFG from exercising them at a later time.

art. 27) For any dispute brought against BNFG, the Court of Rome shall have exclusive territorial jurisdiction.

art. 28) The personal data provided by the User shall be processed in compliance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data, commonly referred to as the GDPR (General Data Protection Regulation).

By executing the contract, the User also declares that they have received, read, and understood the privacy notice relating to the processing of personal data and the corresponding consent form.

Gaeta, _____

Il richiedente

With reference to the General Terms and Conditions of Contract set forth above, and for the purposes of express acceptance pursuant to Articles 1341, second paragraph, and 1342 of the Italian Civil Code, and for all legal intents and purposes, the Applicant expressly approves and accepts the provisions contained in Articles:



- 1 (Definitions);
- 2 (Obligations and warranties of the Applicant – Applicant’s declarations);
- 3 (Exclusion of custody and safekeeping of the Vessel);
- 4 (Acceptance of keys and/or documents for courtesy purposes only, without liability and without acceptance of custody of the Vessel);
- 5 (BNFG’s obligations upon execution of the contracts);
- 6 (Written notice of termination – terms – renewal – forced removal – penalties);
- 7 (BNFG’s right of early termination – exclusion of notice in cases of force majeure and marina safety);
- 8 (Conditions for the use of electricity and water – special provisions for Vessels with a length overall equal to or greater than 23 meters);
- 9 (Assignment of berth and/or dry storage area);
- 10 (Prohibition of assignment or substitution of the contract);
- 11 (Departure of the Vessel from the marina);
- 12 (Replacement of the Vessel);
- 13 (Changes in ownership, availability and/or possession of the Vessel);
- 14 (Payment of services);
- 15 (Method of calculation of tariffs – reservations – essential nature of payment terms – loss of benefit of term – default – right of retention – right to haul the Vessel ashore);
- 16 (BNFG’s right to change the assigned berth and/or dry storage area);
- 17 and 18 (Applicant’s obligations and liabilities for marina safety – User’s liability also in the event of assisted maneuvering);
- 19 (Exemption of BNFG from liability for service disruptions, damage, fire, or theft);
- 20 (Access of motor vehicles and land vehicles – exclusion of any assumption of custody thereof);
- 21 (Works on the Vessel performed by external contractors – liability);
- 22 (Works on the Vessel performed or arranged by BNFG – acceptance – warranty and exclusions or forfeiture thereof);
- 23 (Access to Vessels stored ashore during works);
- 24 (Prohibition of self-performed works);
- 25 (Marina Regulations – Code of Ethics – Emergency and Evacuation Plans);
- 26 (BNFG’s rights – exclusion of any waiver);
- 27 (Exclusive jurisdiction);
- 28 (Processing of personal data).

BNFG further declares that it has adopted an Organizational, Management and Control Model pursuant to Legislative Decree of 8 June 2001 no. 231 (“MOG”), as well as a corporate Code of Ethics, both aimed at preventing the commission of the offenses contemplated by said Decree and at promoting a corporate culture based on legality, fairness, and transparency.

Gaeta, _____

Il richiedente

Courtesy Translation Clause

*This English version is provided for courtesy translation purposes only.
In case of any discrepancy or interpretation issues, the original Italian version shall prevail.*