



## Marina Regulations of the Tourist Port of Gaeta – Base Nautica Flavio Gioia S.p.A.

### General Provisions

**1** - These Regulations, drawn up pursuant to the multi-year concession granted by the Italian Ministry of Infrastructure and Transport, govern the use of the tourist marina in Gaeta operated by Base Nautica Flavio Gioia S.p.A., the procedures for accessing the services offered, and the conduct to be observed within the marina.

**2** - For the purposes hereof, the following definitions shall apply:

a) BNFG: Base Nautica Flavio Gioia S.p.A.; b) Applicant or User: the person who executes a contract with BNFG; c) Vessel: the pleasure ship, pleasure boat, and/or craft to which the contract relates; 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) Visitor/User of the Marina (Fruitor): any person who, for any reason and under any title, even on an occasional basis, is present within the marina premises.

**3** - Compliance with these Regulations is mandatory for all Users and Visitors of the marina, under any title and even on an occasional basis.

**4** - BNFG shall ensure that these Regulations are made available by posting them in the offices of Marina Management and on notice boards located outside such offices.

In such locations, BNFG shall also post the tariffs applicable to the services provided (with indication of their effective date), as well as any notices, communications, information, and recommendations deemed necessary for the proper operation of the marina and for the regulation of services.

Users and Visitors of the marina are required to regularly review the tariffs and the above-mentioned notices, communications, information, and recommendations, and shall assume full responsibility for any failure to become aware of the same.

**5** - BNFG reserves the right to update, supplement, and amend these Regulations, subject to prior approval by the competent Port Authority, in order to better ensure the safety, functionality, and efficiency of the marina.

### Marina Management

**6** - BNFG manages the marina, as well as the provision, coordination, and supervision of services, through the Marina Management appointed for such purpose, or by delegating such functions to other organizations, subject to prior authorization by the Port Authority.

**7** - The Marina Director is the person appointed by BNFG with the duties of managing the marina and coordinating the services provided therein.

**8** - Without prejudice to the powers of the Port and Maritime Authority bodies, the application and compliance with these Regulations within the marina shall be ensured and supervised by Marina Management and its personnel, who shall be identified by uniform or other distinguishing insignia.

**9** - For the purpose of ensuring compliance with these Regulations, the personnel appointed by Marina Management may: • issue appropriate instructions to any person present within the marina area; • carry out inspections on board Vessels.

**10** - Any violations detected and reported by the above-mentioned personnel shall be immediately communicated to Marina Management, which—where the violation concerns laws or administrative regulations—shall duly report the matter to the competent Authorities. Furthermore, without prejudice to any measures that may be adopted by the competent Authorities in relation to the detected violation, Marina Management may order the removal from the marina of both the Vessel and the responsible persons, and may also declare the termination of any contract.

### Service Management

**11** - The Applicant for the services offered by BNFG shall enter into a specific contract and, upon execution thereof, shall provide documentation of their

identity, as well as of the characteristics, nationality, and ownership of their Vessel.

By executing the contract, the Applicant:

A) warrants to 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 Port Authority; f) is insured for third-party civil liability;

B) 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 statistical purposes and for compliance with applicable laws and regulations.

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

**13** - 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 for reasons of courtesy, without any assumption of responsibility on the part of BNFG and shall in no event be construed as acceptance of custody and/or safekeeping of the Vessel.

**14** - 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.

**15** - No substitution or succession in the occupation of the berth, nor any exchange between Users, even if temporary, shall be permitted unless expressly authorized in advance by Marina Management. In any event, during the period of the Vessel's absence, the assigned berth shall remain at the exclusive disposal of Marina Management.

**16** - The Applicant shall notify Marina Management of any change relating to the ownership, 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 right to allow the continuation of the contract or to deny it.

**17** - Marina Management 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.

### Access to the Marina from the Sea

**18** - The master of the Vessel shall at all times be exclusively responsible for berthing and unberthing maneuvers, even where assistance from marina personnel is requested.

**19** - Arriving Vessels shall follow routes of absolute safety.

Priority shall be given to departing Vessels.

**20** - Arriving and departing Vessels shall be maneuvered at a speed not exceeding three (3) knots and, in any event, at such speed as to avoid generating wake that may disturb calm conditions or cause damage to berthed Vessels.

**21** - Within the marina area, exhaust systems shall be properly muffled.

**22** - In order to ensure 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.

**23** – Any entry of Vessels into the port shall be communicated to Marina Management on VHF channel 9, and marina personnel shall authorize the maneuver and berthing.

#### **Safety Obligations for Berthed Vessels**

**24** - 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.

**25** - 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.

**26** – The User is required to immediately notify Marina Management of any malfunction or damage that may impair the Vessel's seaworthiness, its storage, or the safety of the marina.

In such case, the User shall arrange for appropriate onboard surveillance, both day and night.

**27** - In all cases of emergency (such as weather events, fire, etc.) requiring urgent measures for the protection of property and persons, the User shall be required to intervene promptly. In the event of the User's absence or failure to act, any measures ordered and/or carried out by Marina Management on its own initiative shall be deemed adopted and executed without any assumption of liability on the part of BNFG, in the name and on behalf of the User, and with all related costs and charges borne in full by the User.

#### **Works and Technical Interventions on Vessels**

**28** - Any User intending to have works or technical interventions (mechanical works, systems, etc.) carried out on Vessels and their appurtenances within the marina shall submit a prior written request to Marina Management, in order to allow compliance with the requirements set forth in Legislative Decree no. 81/2008, as amended (Consolidated Act on Health and Safety in the Workplace), and in Legislative Decree no. 152/2006, as amended (Environmental Consolidated Act).

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

**30** – For works commissioned to BNFG and/or carried out or arranged by BNFG, the Client shall be required to request testing and/or inspection, in their presence or in the presence of a person expressly delegated by the Client in writing, prior to collection of the Vessel.

Failing such request, the works shall be deemed accepted without reservation. More specifically, the Client expressly acknowledges and agrees as follows:

1. **Testing / Inspection:** The Client shall be required to request testing and/or inspection, in their presence or in the presence of a person delegated by the Client, within three (3) days from receipt of the notice of completion of the works. The performance of the testing/inspection may be postponed by BNFG, taking into account the operational requirements of the shipyard activities.
2. **Failure to Request and/or Carry Out Testing / Inspection:** In the event of failure to request and/or to carry out the testing/inspection for reasons attributable to the Client, no objections or claims may be raised and the works performed shall be deemed fully and definitively accepted. It is hereby specified that, upon expiration of the term for requesting and/or carrying out the testing/inspection, the Vessel may be freely moved by BNFG.

**3. Warranty:** The warranty on the commissioned/performed works is provided by BNFG for a period of one (1) year from the date of notification of completion of the works. The warranty shall not extend to parts of the Vessel that were not the subject of the specific works performed, even if incidentally affected by such works. With respect to spare parts and materials used in the execution of the works, the general rules governing the warranty provided by the manufacturer or importer shall apply, and any related claims shall be addressed to such manufacturer or importer.

**4. Warranty Exclusions:** The warranty is expressly excluded for spare parts and materials used in the execution of the works that are supplied by the Client and, in any event, not supplied by BNFG.

**31** - The crew of a Vessel placed ashore on which works commissioned to BNFG are being carried out may access the Vessel only upon prior authorization and exclusively during working hours. In any event, access to the Vessel shall be at the sole risk and responsibility of the person accessing it, and nothing whatsoever may be attributed to BNFG, which is therefore expressly released from any liability for damage to persons, property, and Vessels.

**32** - In compliance with applicable Health and Safety in the Workplace regulations (Legislative Decree no. 81/2008, as amended), it is strictly prohibited to carry out any works personally, or with the assistance of family members, on the Vessel while berthed or in storage. Any violation of this provision shall constitute grounds for immediate termination of the contract, to the detriment of the User.

#### **Access and Parking of Motor Vehicles and Land Motor Vehicles**

**33** - Without prejudice to the right of access of Port Authority, Maritime Authority, and Police vehicles for the performance of their official duties, access to the marina by motor vehicles and land motor vehicles shall be permitted only upon prior authorization by Marina Management:

- a) in accordance with the procedures established by Marina Management;
- b) at walking speed;
- c) with a prohibition on emitting sounds or noises that may disturb the peace and quiet;
- d) with a prohibition on emitting fumes harmful to public health.

**34** – BNFG does not assume custody or safekeeping of any motor vehicles or other vehicles parked within the marina area.

**35** – Authorization to park is subject to the actual availability of spaces in the areas specifically designated for such purpose and to the non-use of audible alarm systems.

In any event, parking shall be carried out in such a manner as not to cause any obstruction, and in particular so as not to interfere with the circulation of emergency and first-response vehicles.

**36** - Any violation of the foregoing obligations shall entitle BNFG to arrange for the forced removal of vehicles and motor vehicles and their storage at authorized facilities, with all related costs and charges borne by the User.

#### **Prohibitions and Requirements**

**37** – Within the marina area, unless expressly authorized by Marina Management, it is prohibited to:

- a) carry out any recreational, commercial, professional, or artisanal activity;
- b) bring dogs without a leash and muzzle, as well as to allow them to swim;
- c) transport fuels and flammable substances of any kind, as well as dangerous or bulky objects or materials;
- d) handle new or used oils and any polluting substances (filter changes, etc.);
- e) wash bilges;
- f) engage in fishing (from shore or onboard), swimming, or any underwater activity;
- g) obstruct docks, piers, and yards with tenders, onboard equipment, packages, etc.;
- h) leave used batteries, filters, polluting materials, waste, etc., in areas not designated for their collection;
- i) ride or transit on docks or in their vicinity with bicycles, cycles of any kind, and skates;
- l) use onboard barbecues while Vessels are berthed;
- m) keep engines running for prolonged periods while Vessels are berthed.

**38** – Nell'ambito dell'approdo è assolutamente vietato l'uso dei servizi igienici di bordo se le unità non sono dotate di apposite casse di raccolta impeditiva della fuoriuscita di liquami.

**39** – It is prohibited to approach the nearby Military Base, as well as to observe, photograph, or otherwise record any operations carried out therein.

**40** – Strict compliance with the provisions of the Italian Navigation Code and the related regulations is strongly recommended, in particular with respect to: a) the “prohibition on throwing any type of waste into the sea” – art. 71 Italian Navigation Code; b) “vessels waiting to berth” – art. 63 Navigation Regulations (Maritime); c) the “prohibition on obstructing the maneuvers of other vessels” – art. 64 Navigation Regulations (Maritime); d) “bow-in or alongside berthing” – art. 65 Navigation Regulations (Maritime); e) “external discharge protections” – art. 68 Navigation Regulations (Maritime); f) “reinforcement of moorings” – art. 69 Navigation Regulations (Maritime); g) “fenders” – art. 71 Navigation Regulations (Maritime); h) “gangways and ladders” – art. 72 Navigation Regulations (Maritime); i) “means of access from vessels to docks” – art. 73 Navigation Regulations (Maritime); l) “overhanging parts of the vessel” – art. 74 Navigation Regulations (Maritime); m) “engine tests while berthed” – art. 75 Navigation Regulations (Maritime); n) “onboard waste” – art. 76 Navigation Regulations (Maritime); o) “loading and unloading operations” – art. 79 Navigation Regulations (Maritime); p) “clearing of docks” – art. 80 Navigation Regulations (Maritime); q) “cleanliness of the port area” – art. 82 Navigation Regulations (Maritime); r) “fires and lights on board” – art. 86 Navigation Regulations (Maritime). Compliance with all applicable maritime navigation regulations currently in force is also strongly recommended.

**41** – The handling of new or used oils, or of any polluting substances (filter changes, etc.), may be carried out exclusively by marina personnel.

**42** – Users and visitors of the marina shall be personally and fully responsible for the conduct and safety of any minors in their care.

#### **Contractual Relationships Between Users and BNFG**

**43** – Contractual relationships are governed by the General Terms and Conditions applied by BNFG, as well as by the individual contracts entered into for the provision of services.

**44** – Payment for services and works shall, as a rule, be made in advance.

In any event, the balance payment shall be mandatorily made prior to the launching of the Vessel if stored ashore, or prior to its departure if berthed, without the User being entitled to raise any objection whatsoever. Where the contracts provide for payments to be made on specific due dates, upon the lapse of three (3) days from the agreed deadline, the Applicant shall be deemed in default, without the need for any formal notice by BNFG. In the event of non-payment, the parties expressly agree and grant BNFG the right to exercise a lien and right of retention over the Vessel and over its appurtenances and accessories.

#### **Limitation and Exclusion of Liability**

**45** - BNFG is expressly released from any and all liability for any service disruption or damage arising from force majeure, natural disasters, natural events, acts of public authorities, or events in any case attributable to actions or omissions of the Applicant or of third parties.

**46** - In any event, BNFG shall not be liable:

- a) for damage to Vessels arising from any cause whatsoever;
- b) for fire affecting Vessels, regardless of the cause;
- c) for theft of Vessels;
- d) for damage (including fire damage) or theft affecting onboard furnishings, objects/goods left on board, accessories, and appurtenances (without exception).

Berthing and storage of the Vessel shall therefore be at the sole risk and responsibility of the Applicant.

**47** – In any event, BNFG shall not be liable for the theft of motor vehicles or other land vehicles, their appurtenances or accessories, or of any property left therein, nor for any damage suffered by the same from any cause whatsoever, including fire. Access to and parking of such vehicles shall therefore be at the sole risk and responsibility of the person bringing them into the marina area.

#### **Rules of Conduct**

**48** – The marina areas shall not be considered as recreational or play areas for children.

**49** – Users are requested to keep the volume of radios and sound systems at a level that does not cause disturbance.

**50** – Users are requested to book services in advance and to request from marina personnel only the services strictly necessary for their needs.

**51** - Quiet within the marina area is a common good to be safeguarded, and any kind of disturbing noise shall be avoided, especially during afternoon and nighttime hours.

**52** - In any event, users are requested to maintain proper and respectful conduct so as to avoid any disturbance or nuisance to others.

#### **Regulation of Electricity and Potable Water Supply**

**53** - The withdrawal and use of electricity and potable water must be authorized in advance by Marina Management.

Any abuse and/or negligence by the User shall result in the immediate suspension of all supply, without prior notice, without prejudice to any consequences arising from the obligation to notify the competent Authorities.

For the proper management of water resources, water withdrawal may take place exclusively using flow restrictors (aerators).

The use of electrical power shall in any event be at the User’s sole risk and responsibility, with BNFG being fully released from any liability, and shall be strictly limited and reserved exclusively for the recharging of onboard batteries or those of any CE-certified electrical tools.

Charges for water supply and use of electrical utilities shall be applied in accordance with the tariffs established by BNFG or, where specific supply requirements so demand, as otherwise expressly agreed.

#### **Fuel Supply Regulations**

**54** - Fueling is permitted subject to compliance with the following rules:

- a) approach the fueling station without creating wake and without using sound signals;
- b) shut off any gas stoves that may be in use;
- c) smoking and the use of lighters are strictly prohibited in the vicinity of fuel dispensers;
- d) clearly state the type of fuel requested in order to avoid accidental product mix-ups.

**55** - Fuel loading operations shall be carried out under the responsibility of the Applicant.

Any errors in fuel selection or fueling shall not be attributable to, nor may they be contested against, the BNFG organization.

**56** - Payments shall be made immediately in cash, unless otherwise expressly authorized by Marina Management.

**57** - Stopping at the fueling station shall be limited strictly to the time necessary to carry out the fueling operation.

**58** - In the unfortunate event of a fire outbreak, onboard personnel shall immediately move the Vessel away in order to prevent the spread of flames to other Vessels and shall cooperate with dock personnel to extinguish the fire.

**59** - Fueling is recommended outside peak days and hours and, preferably, upon arrival at the marina, so that the tank is ready for departure.

#### **Final Norms**

**60** - Any act or omission that may jeopardize the safety and tranquility of other users, or that may harm the good name and reputation of the marina, shall entitle BNFG to unilaterally terminate the relationship, with immediate removal of the Vessel.

Such termination shall not release the User from the obligation to pay the agreed fees for the entire contractual period.

**Gaeta, March 29, 2005 – Port Authority of Civitavecchia–Fiumicino**

#### **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.*