



GENERAL TERMS AND CONDITIONS OF BERTH LEASE

GTCBL

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The lease of berths by Mansueto (hereinafter the "Lessor"), even if it is on behalf of third parties, is regulated by these general terms and conditions of berth lease (GTCBL), by the Berth Lease Form (BLF) signed by the Client (hereinafter the "Lessee") together with the "Berth Lease Agreement" or the "Agreement" valid at the time of signing the lease agreement, which have been read by or consigned to the Lessee who reviewed them thoroughly and is fully aware of their contents. By signing of the Berth Lease Agreement, the Lessee hereby declares to have understood and accepts the general lease terms and conditions and specifically approves articles: 1, 3, 4, 5, 7, 9, 10, 11, 12.

WHEREAS

Whereas, the Lessor is the owner of the rights to the preferential use and benefit of the Berth

Whereas, the Berth and its use are subject to the Internal Regulations for the Operation and Policing of the Port (Regolamento Interno Dell'Approdo Turistico or anything equivalent or similar) and such other rules as may be applicable from time to time in accordance with Italian legislation (collectively the "Rules"); and

Whereas, the Lessor has agreed to lease to the Lessee the rights to the preferential use and benefit of the Berth in accordance with and subject to the following general terms and conditions.

GENERAL CONDITIONS

1. OBJECT OF THE LEASE

In consideration of the payment of the Price referred to in clause 4 below the Lessor hereby leases to the Lessee the right to the preferential use and benefit of the Berth for the Term specified in clause 3 below (hereinafter the "Lease").

2. MAINTENANCE OF THE BERTH

The Lessee acknowledges that he has inspected the Berth and found it to its entire satisfaction and agrees to take it in the condition in which he finds it. The Lessee further agrees and undertakes to ensure the proper upkeep and maintenance of the Berth and to return it to the Lessor at the end of the Term in the same good condition in which it has been received.

3. TERM

This Lease is valid for the duration agreed between the Lessor and the Lessee, by the BLF signed and/or by the Berth Lease Agreement and/or by any other written mean of communication, with effect from the arrival date and shall therefore expire at 24:00 hours of the departure date (hereinafter the "Term").

4. PRICE AND GUARANTEE DEPOSIT

4.1 The price for the Lease (the "Price"), expressed in Euro Currency (€), indicated in numbers and letters, is agreed between the Lessor and the Lessee by the signed BLF and/or by the Berth Lease Agreement and/or by written confirmation of the estimate provided by the Lessor. The Price is net of VAT and all other ancillary expenses referred to in clause 4.2 below (collectively the "Ancillary Expenses").

4.2 The Price does not include any applicable duties, taxes, and other applicable charges, in particular Value Added Tax ("VAT" or any tax which might replace it) at the applicable rates according to the legislation in force at any given moment. Furthermore, the Price does not include the applicable expenses for shore water and electricity, waste collection services, or any other services, including but not limited to the services listed in clause 7 below, which may be provided to the Lessee by the Lessor, the Port or other suppliers. The cost of such utilities and services, along with any other tax including any occupation tax, or any expense in respect of the Berth for the period of the Term will be paid by the Lessee to the Lessor or as the case may be the Port or directly to the providers of the said services or utilities, in accordance with the payment conditions applicable in each specific case and in any event prior to the expiry of the Term. Notwithstanding the foregoing, the Lessor shall be responsible for the payment of the annual berth charges levied by the Port on berth owners.

5. PAYMENT OF THE PRICE

The Price, including the applicable VAT, is to be paid from the Lessee, by bank transfer and with same value date, to the Lessor's designated bank account, in accordance to the terms agreed by the signed BLF and/or the Berth Lease Agreement and/or any other written mean. In any case the Lessee shall be requested for a Credit Card in his/her name as a security deposit for any possible additional cost which could arise from the berth lease or related services.

6. PENALTIES AND CANCELLATION FEES

The Lessor reserves the right, at his sole and absolute discretion, to apply penalties and cancellation fees up to 100% of the agreed Lease Rate, which are due and payable immediately by the Lessee, in case of any cancellation of the Berth reserved or earlier departure of the boat from the Berth assigned.

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7. COMPLIANCE WITH RULES

7.1 The Lessee expressly declares that it has been duly informed of the Internal Operating Regulations of the Port (Regolamento Interno Dell'Approdo Turistico or anything equivalent or similar) and has been furnished with a copy of the same. The Lessee undertakes to comply with the Rules and ensure that all vessels using the Berth and all their crew, guests and visitors comply with the Rules and shall indemnify and hold harmless the Lessor (and its assignees) for any and all losses, costs, claims or damages incurred or suffered by the Lessor arising from any breach of the Rules by the Lessee or any vessel using the Berth or their crew and guests.

7.2 Without prejudice to the generality of clause 6.1 above, the Lessee undertakes to strictly comply and ensure the compliance by all Berth users with the following provisions:

7.2.1 Traffic to and from the Berth is regulated and strict observance of traffic regulations and restrictions will be required at all times by the Lessee, all vessels using the Berth and their crew, guests, and visitors.

7.2.2 Dumping any kind of waste overboard is not permitted. The use of retention tanks is mandatory.

7.2.3 The Lessee and all Berth users must comply with all the legal procedures established by the competent authorities, in particular those issued by the Port Police, that arise from the entry of a vessel into the Port.

7.2.4 The Lessee and all Berth users will comply with any other regulations, instructions for use and operation and any other internal rules that may be issued in relation to the operation of the Port or the Berth.

7.2.5 The Lessee agrees to comply and ensure the compliance by all Berth users with all legal regulations, procedures, and instructions established by the Port or the Lessor with regard to safety and security, and expressly accepts any and all restrictions or procedures which may be established at any given time due to safety or security concerns, including the restriction or prohibition of vehicle access to the Port and/or the Berth.

7.2.6 It is the Lessee's responsibility to ensure that every vessel's captain, crew member, guest and visitor complies with the Rules including the traffic regulations as well as the instructions issued by the competent authorities and any other rules, operating regulations, and safety measures issued by the Port at all times.

7.2.7 The Lessee acknowledges that it is aware of the Rules and shall therefore have no claim whatsoever against the Lessor in the event that the occupation of the Berth by any vessel is prohibited or rendered more difficult or expensive as a result of the Rules or the Port's application or interpretation of the Rules (including as a result of any rent or other charge levied by the Port or any other authority for the use of the Berth).

8. SERVICES

In relation to the provision of additional services, to be performed during the period the yacht or vessel remains at the berth leased, the Lessee, in order to make it possible to operate in strict compliance with the law and the decorum of the Port structure, before executing any type of service, including but not limited to the recovery and disposal of solid and liquid waste, the bilges cleaning, the overhaul and repair of engines, machinery, generators and/or any other equipment or system on board, the carpentry, metalwork and upholstery works, the interior and exterior cleaning, the hull and superstructure painting, for which the work of a general or specialized outside firm is required: upon at least 72 hours prior notice shall request the Lessor to issue a specific written authorization to perform the service (by e-mail or fax or by completing the appropriate paper forms), indicating the name of the firm designated to supply the service, the authorization to operate in a port area (providing, where requested, copies of permits and/or certifications), the number and license plates of the vehicles used, the name and the identity document of each of the attending people, the dates of commencement and completion of the works and the times during which the same will take place, a detailed description of the works to be carried out, any other information necessary to the Lessor for a correct evaluation of the type of service which shall take place at the berth assigned. The Lessor, in a period of time not shorter than 24 hours after the planned start of the service, shall authorize or refuse the actual execution of the service. In case of refusal or failure to grant an authorization by the Lessor, the Lessee will not be able to proceed with the execution of the requested service. The Lessor reserves the right, at his sole and absolute discretion, to apply additional terms, conditions and charge the Lessee a fee up to 20% on the amounts of works, services or materials provided by any firms, contractors or subcontractors to the Lessee's boat at the Berth leased.

9. INDEMNITY

Without prejudice to any other provisions hereof, the Lessee will fully indemnify, compensate, and hold harmless the Lessor, its advisors, directors, employees, agents and subcontractors against any and all losses, liabilities, damages, costs and expenses arising from any claim or action brought against any of them as a result of any breach of this Lease by the Lessee or by any third party for whom the Lessee is responsible, including its officers, agents, members of any vessel's crew, guests and visitors.

10. PORT EXPENSES

All port expenses (the Running Expenses) will be at total charge of the Lessor excluding the ordinary consumptions, including but not limited to the electricity (shore power), water and telephone land-line supply, which will be at total charge of the Lessee.

11. JURISDICTION

This Agreement for the right to the preferential use and benefit of the Berth is regulated by Italian law. For any controversy arising from the conditions and terms regulated in this Agreement, the only competent court authority is that of the legal headquarters of the Lessor.

12. TRANSLATION

In case of disparity between the Italian and English version of the documentation, the Italian version stands, inasmuch as the English version is a mere translation.

13. INTERPRETATION

If any of the terms and conditions of this Agreement is deemed ineffective or non-valid, whether in whole or in part, it will be considered non-applicable, but all other conditions shall remain valid and applicable.