

## MARINA RESORT PORTOBASELEGHE - INTERNAL REGULATIONS

### 1) DEFINITIONS:

- Company: Bibione Mare Spa, with its head office in San Michele al Tagliamento (VE), frazione Bibione Pineda, viale dei Ginepri n.244, Certified Email Address (PEC): bibionemarespa@pec.it, fully paid-in share capital Euro 10,000,008.00, registration number in the Companies Register of Venice and Tax Code: 00181380270 - Economic and Administrative Index (REA): VE-94877, a company under the management and coordination of the company "Figesa Srl".
- Resort: Marina Resort Portobaseleghe situated in San Michele al Tagliamento (VE), frazione Bibione Pineda, via della Laguna n.12.
- Jetty: an internal structure of the Marina for vessels to pull over and moor.
- Quay: an internal structure of the Marina demarcating the marina basin's inner perimeter.
- Berths: sections of the stretch of water adjacent to a jetty or a quay and intended for the berthing of a vessel.
- User: A natural and/or legal person who signed the mooring contract relating to the berths forming part of the Marina Resort Portobaseleghe situated in San Michele al Tagliamento (VE), frazione Bibione Pineda, via della Laguna n.12, (the Customer), or any person who accesses the Marina Resort Portobaseleghe Resort and makes use of its facilities and services

### 2) OBJECT OF THESE REGULATIONS:

These Regulations govern how the moorings and other goods and services managed by the Company are to be used, as well as the conduct to be adopted within the Resort (including its stretch of water)

### 3) THE BINDING NATURE OF THE REGULATIONS AND THEIR PUBLICITY:

These Regulations (and future changes which the Company and the Maritime Authority consider necessary for the best management of the Resort and moorings) is binding for anyone accessing the Resort and using, even merely de facto, the moorings and other amenities. The Company shall suitably publicise these Regulations, which shall be displayed at the Resort Management offices and shall be provided to any interested party who requests a copy. Any future changes in the Regulations shall be similarly publicised. Anyone accessing the Resort is required to read these Regulations, notices and signage in general, including those of the competent authorities, displayed in the Resort Management Offices and on the external notice boards. Relative requirements are also to be complied with, assuming sole and direct responsibility for one's own negligence and oversight. The User is obliged to comply with these Regulations (and future variations) and with the Maritime Authority's requirements, as do relatives and guests and any person brought into the Resort and moorings, and all members of your crew. Without prejudice to the measures which may be adopted by the competent Authority, non-compliance with the provisions of these Regulations shall constitute a serious breach by the User, and may give rise to the termination of contracts in place, save for compensation for damages caused to the Company

### 4) IDENTIFICATION OF BERTHS:

Berths are marked by specific signs. Management keeps an updated print-out in its offices with the names of those entitled to the berth and the identification details of the respective vessels. Users are required to promptly inform the Company of the vessel's potential sale, flag change, seizure measures or other liens enforced on the vessel, etc. Each User can only make use of the berth assigned at the time of booking and/or

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registration. Mooring in the berth is only allowed for the vessel indicated by the User at the time of booking and/or registration. The vessel's dimensions are disclosed by the User under his/her own responsibility and are understood to refer to the maximum space required by the vessel/boat (also including everything that protrudes from the hull in both length and width, such as pulpits, handrails, bowspit, stern drive units, davits, stern terrace, outboard engine, etc. and any other protrusion)

### 5) REFERENCE TO APPLICABLE CONTRACTUAL PROVISIONS IN THE RESORT AREA

- The Company shall provide the User with one or more berths, with the prior signing of a specific contract and under specific conditions (object, duration, payment, etc.) indicated in the contract itself. The text of the General Terms & Conditions which regulate relations with Users is available from the Resort's Management. By way of example:
- The enjoyment of the lease concession relates to the berth indicated in the contract for the expressly agreed duration and payment (comprising the use of electricity, water, sanitary services and the use of the swimming pool), without prejudice to the Company's right to provide the User with a different berth having similar characteristics to the one indicated in the contract. Services and/or supplies not expressly indicated are excluded;
- With the signing of the contract, the User declares to be informed of and to accept the assigned berth and that the berth is considered to be suitable for his/her requirements, assuming sole responsibility with regard to the correctness of the data and information provided to Management at the time of signing the contract;
- The berth is granted under lease to Users for specific periods of time, with automatic termination upon expiry and with the exclusion of any tacit renewal;
- In the event of a delay in vacating the berth upon the contract's expiry or the termination of the relationship for any reason, daily Mooring Rates applicable at the Resort shall be due; Rates are displayed at the Resort Management Offices and duly publicised within this Resort;
- In the event that fees due for mooring fail to be paid, the Company shall have the right to take the moored pleasure craft and other items present in the vessel, as well as those brought by the User into the Resort, as a lien and/or to exercise the right of retention;
- The Company limits itself to providing the indicated berth to the User (or an area on land), without assuming any obligation of custody and consequent liability; any delivery of keys to Resort staff shall be taken and accepted for the User's mere convenience or to enable any interventions for the purposes of better safety and mooring management, without entailing responsibility for safe-keeping (to be agreed expressly and in writing and against the payment of a specific fee); even in the case of custody, this shall be understood as limited to the pleasure craft in its basic structure, and the User is required to remove fittings, equipment and removable parts in general and with the exclusion of any liability for the company for the loss or damage of any unremoved items;
- The User is solely responsible for the mooring and movement of the pleasure craft;
- The Resort is excluded from any liability for any damages caused by fire, intentional and negligent acts of third parties, theft, weather conditions and marine meteorological events, force majeure etc.;
- The user is solely responsible for any damages possibly caused to third parties by objects, people and installations of any kind housed within the pleasure craft or brought into the Resort;
- The pleasure craft must be covered by appropriate third-party liability insurance and the Company reserves the right to remove from the Resort those pleasure crafts not covered by appropriate insurance;
- The right to mooring is strictly personal and cannot be transferred under any title for lease or sub-lease to third parties.

### 6) SECTIONS OF THE QUAY TO PULL ALONGSIDE WHILE IN TRANSIT OR FOR STORAGE, OR RESERVED FOR VESSELS STEERED BY PERSONS WITH DISABILITIES OR HAVING PERSONS WITH DISABILITIES ON BOARD:

The Company reserves special sections of the quay for the purposes specified in this section's heading, in compliance with applicable laws. Vessels in transit or coming to land for shelter can moor in the berths reserved for them free of

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charge for up to four hours a day between 13.00h to 17.00h and for not more than three moorings within each monthly period. During such stopovers, applicable rates shall apply for the possible administration of marina services only (supply of fresh water, electricity, waste collection on board etc.). Vessels in transit must wait for the Company's authorisation prior to entering the stretch of water in the marina. As soon as authorisation for mooring is obtained, users in transit shall be required to go in the shortest time possible to the Resort Management Office to register the vessel's arrival, and provide the following information:

- The name of the captain and/or vessel owner;
- Name of the vessel owner;
- Any registration serial number
- Name of the vessel
- Size of the vessel
- Duration of stay

Captains of vessels in transit, flying a non-EU flag and coming from a foreign marina are required to finalise all the obligations envisaged by applicable legal provisions.

### 7) RESORT ACCESS:

On entering the Resort with his/her pleasure craft, the User is required to contact Management Offices to sign the mooring contract (where not already signed previously) and to complete additional legal obligations. Users on a stop or overnight stay on moored vessels are reminded that it is mandatory to comply with the provisions of Art. 109 of the Act Consolidating Public Safety Laws (T.U.L.P.S.) (Identification and communication of the identity of accommodated persons to the Public Safety Authority). Without prejudice to different legal provisions or Management's express authorisation, access to the Marina Resort Portobaseleghe, use of moorings and the Resort is prohibited to those who have not duly signed the mooring contract.

### 8) FEES:

Mooring fees correspond to the applicable Rates, duly displayed in the Resort Management Offices and on the external notice boards. Any person using the mooring, even if merely de facto, shall accept these Rates and is obliged to pay the Daily Mooring Rate for each day (or fraction of a day) of mooring - except in the cases where use is free as envisaged by applicable laws for users in transit or landing for shelter.

### 9) NON-PAYMENT OF FEES:

Failure to pay mooring fees due shall entitle the Company to take the moored pleasure craft and other items present in the pleasure craft, as well as those brought by the User into the Resort, as a lien and/or to exercise the right of retention; in the event of exercising the right of lien and/or right of retention, the Company shall be entitled to move the pleasure craft to land, including outside of the Resort, or to move the other items under the lien and right of retention.

### 10) PERSONAL NATURE OF THE MOORING RIGHT:

Mooring use is strictly personal and non-transferable and may only be undertaken for the pleasure craft indicated in the mooring contract. Under no circumstances can the User claim refunds for the mooring's lack of use.

### 11) CHANGE OF BERTH AND MOVING THE VESSEL ONTO LAND:

The Company reserves the right to change the mooring position, to temporarily move the pleasure craft onto land and to fulfil all that is useful for the better functioning and safety of the moorings and the resort (in particular, due to weather conditions, safety reasons, maintenance, operational requirements, organisation of events, sporting events or other similar circumstances or measures of the Public Authority). The agreed mooring fee (or the fee resulting from the Rates) shall be due by the User even in the event that the pleasure craft is placed on land, save for different specific written agreements between the parties (for the application of different Rates).

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### 12) RESPONSIBILITY FOR THE STATE AND USE OF THE PLEASURE CRAFT:

The User declares and guarantees that the pleasure craft is in compliance with legal requirements and guarantees that he/she is in possession of all prescribed licences for its use. The User is solely and exclusively liable for all associated legal obligations. The pleasure craft must be kept in a good state of embellishment and preservation and must also be in perfect order in terms of safety and in compliance with the provisions issued in this regard by the competent Authorities and Management, in such a way that it is not a hazard to itself and to other vessels. In each case of violation of these rules, the Company (in addition to informing the competent Authority for any further suitable measure, and in addition to being in a position to demand the vessel's removal from the Resort) shall have the right - with prior notice to the User - to directly remove the pleasure craft (hauling it onto land and even placing it outside of the Resort) or to carry out the renovation and restoration works directly, and in both cases by charging any associated fees to the User. In case of urgency, the Company may directly step in to take action on the pleasure craft for the purposes of its repositioning and/or its restoration, without the need for prior notice to the User. This is without prejudice to any other faculty and right of the Company.

### 13) PLEASURE CRAFT INSURANCE:

Each boat/pleasure craft brought into the Resort must be adequately insured with a leading company for third-party civil liability insurance to cover damages caused to third parties during the stay and when moving within the Resort and the mooring. This shall include damages to other pleasure craft and associated persons or persons transported on them, as well as damage to the equipment and installations of the Company and its staff, including non-employees engaged in the Resort under any title, for a maximum of not less than the minimum amounts of cover for accidents established by law. A copy of the third-party liability insurance policy is to be shown to the Company on request. The Company reserves the right to remove vessels not covered by adequate insurance (or whose insurance cover is not proven) from the mooring and from the Resort.

### 14) RESPONSIBILITY FOR THE MOORING:

The User is obliged to personally see to the pleasure craft's mooring in the assigned berth, using his/her own lines and ropes. The User is solely and exclusively responsible for the manner in which the mooring is carried out and for the effectiveness and suitability of mooring equipment used. In the case of prolonged absence, the User must ensure that mooring lines are in good condition. For safety reasons, Company staff shall have the right (but not the obligation) to arrange the mooring and associated costs shall be charged to the User.

### 15) RULES FOR MOORING AND STATIONING THE VESSEL:

All vessels are prohibited from dropping anchor, except in cases of force majeure. Vessels must only tie up to the rings or cleats and to the mooring posts and the User, and any other user, is liable for any damage that may be caused to them. Mooring must be carried out with ropes and lines owned by the User. These shall be of a suitable diameter and in very good condition, to be secured to the posts with floats which facilitate the flow during changes of the tide, and to the rings or cleats on the quay. Efficient fenders, suitable for the vessel's size and in sufficient number to avoid damage to one's own and to other pleasure craft, must be placed on the vessel's sides. Side mooring shall only be permitted with the prior authorisation of the Resort's Management. In the case of temporarily or briefly leaving the vessel unattended, the passerelle must be retracted or raised. In the case of prolonged absence, it must be fully retracted. Passerelles must be suitably lit at night. **Each User is responsible for the safety of the mooring performed and any associated consequences.**

### 16) OBLIGATION TO COMPLY WITH LEGISLATIVE REQUIREMENTS AND WITH THOSE ISSUED BY MANAGEMENT:

The User is obliged to strictly comply with Laws, the rules in these Regulations, regulations concerning the administrative regime of vessels, Customs Regulations, police and safety regulations, as well as the measures issued by the Resort's Management. The User is both criminally and civilly responsible for any violations committed. The User must also take all appropriate measures to protect his/her property from theft, damages and the like.

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### 17) EXCLUSION FROM CUSTODY:

The Company assumes no obligation for the moored pleasure craft's custody, not even when keys are handed over. Keys shall be received and accepted by Company staff for the User's mere convenience or to make any interventions possible (including urgent interventions) for the better safety and management of moorings. Similarly, custody is also excluded should the vessel be moved onto land. Any custody shall be expressly agreed upon and in writing, against the payment of a specific fee. In the case where custody is agreed, this shall be understood as being limited to the pleasure craft in its basic structure, with the User's obligation to remove fittings, equipment and removable parts in general (such as motors, sails, tenders, equipment, safety equipment, etc.) and the exclusion of any liability for the company in the case of their loss or damage. When left on board these are at the User's own risk.

### 18) EXCLUSION OF LIABILITY FOR DAMAGES AND THEFT:

The Company is not liable for damages suffered by a pleasure craft due to a defective mooring and adverse weather conditions. The Company is not liable for any thefts that might occur on land, jetties, the quay, parking areas and on board or inside pleasure crafts. The Company is not liable for any damage caused by people who are not its employees to persons and property within the mooring area.

### 19) MANOEUVRES AND MOVEMENT OF VESSELS WITHIN THE MARINA:

All manoeuvres within the marina must be carried out in full compliance with the instructions given by Management, which can order the movement and shifting of moorings should this be necessary or appropriate. In the absence of the User or his/her agents (or in the case of refusal), the Company shall engage its own staff and shall charge associated costs to the User. For the purposes of the Resort's suitable management, moorings and any emergencies (e.g. due to adverse weather conditions), the Company shall have the right (but not the obligation) to carry out all the manoeuvres deemed necessary for the safety of the marina and pleasure crafts. The Company also has the right to move pleasure craft from the mooring, including by placing them on land. Such actions shall not entail the safe-keeping of the pleasure craft and the items within it.

### 20) ABSENCE FOR MORE THAN 24 HOURS:

Users who are absent for a period of more than 24 hours are required to notify the Resort's Management, indicating the date and time of departure and possibly the locality that he/she intends to reach and the date of the planned return. During the vessel's absence, the berth remains at the Company's disposal.

### 21) VESSEL SINKING OR CATCHING FIRE:

Should the vessel sink, the User is obliged - after having obtained the corresponding authorisation from the Company - to remove or dismantle the wreck and clean-up the entire area concerned or, in the case of the Company's direct intervention, to reimburse the Company for all charges and costs incurred for this purpose. A similar obligation exists in case of fire.

### 22) PROHIBITIONS:

The following are prohibited in the entire mooring area and marina entrance:

- Bathing;
- Scuba diving;
- Fishing of any type;
- Hull inspections;
- Any maintenance and/or engine tests;

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- The use of acoustic signals;
- Carrying out noisy works or any other activity or behaviour which may disturb the tranquillity of others;
- The use of any searchlight or beacon;
- All works causing inconvenience or disturbance to other Users;
- Turning on propellers on moored vessels, charging batteries and the use of the electrical power supply in the absence of staff.

Hull inspections, or any works that are underwater or on board the vessels, are under the exclusive remit of the Company, which shall provide such services through its own staff and in compliance with safety rules. It is prohibited to encumber quays, piers and jetties with objects, machines and equipment, or to soil them with any material and/or product. Should Management ascertain this occurrence, it shall remove what is illegally deposited or shall clean what is soiled at the expense of the User and/or whoever is responsible.

### 23) WORKS:

Unless expressly authorised by the Company in writing, it is prohibited for parties other than the Company to carry out any works within the MARINA RESORT PORTOBASELEGHE. Access to the boatyard areas is also prohibited, including the workshop, winter storage shed, the area or zone for painting, the gantry's area of movement and the travel-lift's area of movement.

### 24) HOURS OF SILENCE:

Customers and guests of the MARINA RESORT PORTOBASELEGHE must keep their noise down from 13.00h to 15.00h and from 19.00h to 09.00h. In general, and including outside of these hours, conduct that may cause disturbance is to be avoided.

### 25) MAXIMUM PERMISSIBLE SPEED:

The maximum permissible speed is 3 knots (5.5 km/h) on the water and 10 km/h on land (for access to authorised vehicles), without prejudice to the obligation to maintain justifiable lower speeds in specific cases for reasons of prudence.

### 26) WASTE:

It is prohibited to empty bilge waters, throw or dump waste of any kind and of objects, liquids, debris or others in the marina area, both in the water and on the quays, piers and jetties. The Resort has appropriate containers for waste separation (separated into putrescible fraction - non-recyclable fraction - multi-material), which Users are required to make use of in strict compliance with their use and rules of applicable law. Different waste may only be disposed of after prior agreement with Management. The appropriate sanitary facilities on land are to be used for personal needs, unless the vessel is equipped with specific equipment for collecting sewage on board.

### 27) REQUIREMENTS FOR SAFETY AND FOR THE PREVENTION OF THE RISK OF POLLUTION:

- a) Users and moored vessels are required to comply with the following requirements of a preventive and general nature:
- b) In the event of an accidental spillage of hydrocarbons in the water or on the quays, piers or jetties, the person responsible must immediately notify the Resort's Management, while at the same time taking all the necessary measures to contain and limit the damage, and to inform the crew of neighbouring vessels and those who are on-site. The clean-up of the area concerned shall be carried out by Management with its own staff and at the expense of the person responsible;

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- c) The User must first ventilate the engine compartment before starting the engine;
- d) Before mooring, each vessel must check that there are no oil residues leaking in the bilge and that no oil residues are leaking into the water;
- e) On-board electrical systems must be in a perfect state of operation and maintenance;
- f) In the case of absolute necessity, re-fuelling, need of repairs etc., the person concerned, owner or firm requiring on-site supply must request the express authorisation from Management, irrespective of the quantity involved and even if minimal;
- g) On-board compartments containing liquid gas bottles must be adequately ventilated;
- h) On-board fire extinguishers must comply with applicable regulations, be in sufficient numbers and in perfect working order.
- i) The User is obliged to always recharge batteries under his/her own personal supervision or if absent, by informing the Resort's staff to tackle any leakages or dangerous accumulations of gases produced by the charging of the batteries..

### 28) REQUIREMENTS IN THE CASE OF FIRE:

In the case of fire on board a vessel, both the people on board the vessel and the people on board neighbouring vessels are to act to fight the fire as promptly and effectively as possible, while at the same time, alerting Management with the fastest means possible (sirens, telephone, acoustics, crew, etc.). Management will act to inform the Authorities and emergency response entities. Management has the express right to immediately unmoor the vessel affected by the fire and to move it away from the jetty and the Resort..

### 29) EMERGENCY NUMBERS:

Please note that the following authorities are to be contacted in case of emergency:

- The Bibione Harbour Master: Tel. 0431/430893
- The Bibione Emergency Department: Tel. 0431/439803; Portogruaro Emergency Department: Tel. 0431/43686
- Resort Management: Tel. 0431/43686
- Fire Brigade: Tel. 0421/72222

### 30) RADIO TELEPHONY ASSISTANCE:

The Company has a helpline on the radio channel allocated by the Ministry of Posts and Telecommunications (channel 9) and can be contacted by telephone on the publicly available contact information.

### 31) USE OF THE SWIMMING POOL

The swimming pool is open from 10.00h to 19.00h and remains closed all day on Thursday for thorough cleaning. Management reserves the right to also close the pool on other days or times for reasons of extraordinary maintenance or hygiene. Use of the swimming pool is strictly prohibited in the times and on the days it is closed. Management only assures the functioning of the filtering system, sterilisation and

water renewal during opening hours and shall not respond to any complaints for damages caused by the failure to comply with the above. Management shall also have the right to remove people using the pool out of hours, to ensure compliance with relative health provisions. Access to the swimming pool is allowed to users who have duly signed the mooring contract and to their guests and relatives - with Management's prior authorisation and within the limit of the number of people it authorises. Given the need to guarantee that the use of the swimming pool is safe and under appropriate health conditions, Management reserves the right to limit the total number of entrants to the swimming pool, based on the specific case. To gain access to the swimming pool area, it is necessary to wash in the showers provided and to rinse feet in the foot-washing basins. For hygienic reasons, access to the pool area in wheelchairs and pushchairs and other objects that cannot be disinfected, is not allowed. It is recommended to wait for an interval of at



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least three hours between a meal and swimming. In order to be able to use the swimming pool, swimmers must be free from infectious or transmissible diseases, as well as lesions or open wounds that are incompatible with the use of the swimming pool. Inexperienced swimmers must wear armbands or a life vest and enter the pool at their own risk. Children can only enter the pool if accompanied by an adult responsible for their care (including for any damages to third parties) and for their safety. Management does not accept liability in this regard. Lilos, dinghies and similar objects are prohibited in the swimming pool. Jumping and pushing people off the edges of the pool, pranks in the water and running around the pool area, which may be slippery from the presence of water, are prohibited. It is prohibited to dirty the water in the pools and the surrounding areas in any way. Staff have the right, at any time, to remove bathers who behave inappropriately and who break the rules provided for the protection of people's safety, hygiene and well-being. Users are advised not to leave possessions unattended in the pool area. Management accepts no liability for theft, accidents or damages due to users' carelessness. Prolonged occupancy of the swimming pool and associated furniture with towels or other personal items in the owner's absence is also prohibited. Staff shall have the right to remove any items left unattended, which shall be placed in the special plastic container present in the pool area, where the persons concerned shall be responsible for retrieving the items belonging to them.

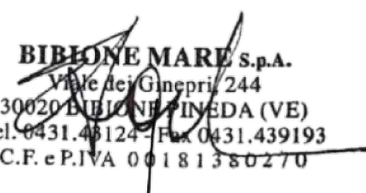
### 32) ANIMALS

Pets inside the Resort are only allowed on pedestrian routes and for embarkation and disembarkation. They are not allowed in the green areas and in the swimming pool area.

### 33) CERTIFICATIONS

The Customer acknowledges that the Company is in possession of the "UNI EN ISO 9001:2015" certification and the "UNI EN ISO14001" and UNI PdR 125:2022" certification from Bureau Veritas. With regard to the foregoing, the Customer undertakes to apply all the procedures and/or manner of conduct which the Company shall require by reason of and in compliance with the above-mentioned certifications, particularly with regard to the treatment of "waste".

THE MANAGEMENT

  
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