

**OPŠTI USLOVI POSLOVANJA BRODOGRADILIŠNE  
LUKE BONIĆI - TIVAT**

**GENERAL TERMS AND CONDITIONS  
OF BUSINESS OF THE SHIPYARD PORT BONIĆI -  
TIVAT**

**I. OPŠTE ODREDBE**

1. Ovi Opšti uslovi poslovanja brodogradilišne luke Bonići-Tivat (u daljem tekstu: Opšti uslovi) primjenjuju se na sve korisnike usluga brodogradilišne luke Bonići-Tivat kojom upravlja NAVAR INCORPORATED (u daljem tekstu: „Luka“).
2. Opštim uslovima uređuju se međusobna prava i obaveze Luke i Korisnika usluga.
3. Opšti uslovi čine sastavni dio svakog pojedinačnog ugovora zaključenog između Luke i Korisnika usluga i primjenjuju se zajedno sa Pravilima o načinu održavanja reda u brodogradilišnoj luci Bonići-Tivat (u daljem tekstu: „Pravila o načinu održavanja reda u Luci“).

**II. ZNAČENJE IZRAZA**

4. Izrazi upotrijebljeni u Opštim uslovima imaju sljedeće značenje:
  - **Pružalac usluga** je "NAVAR INCORPORATED" D.O.O. DRUŠTVO SA OGRANIČENOM ODGOVORNOŠĆU ZA PROIZVODNJU, PROMET I USLUGE TIVAT (skraćeni naziv: „NAVAR INCORPORATED“) koje je osnovano i posluje u skladu sa zakonima Crne Gore, registrovano u Centralnom registru privrednih subjekata pod registarskim brojem 50132681, PIB: 02346303, sa sjedištem i poslovnom adresom u Bonići bb, Tivat, Crna Gora.
  - **Korisnik usluga** je Naručilac, Naručilac gradnje, Korisnik usluga smještaja i održavanja plovnog objekta kao i sva ostala pravna ili fizička lica koja koriste usluge Luke.
  - **Usluge** označavaju sve usluge koje pruža Pružalac usluga, a koje se odnose, ali ne ograničavaju na usluge gradnje, popravke ili prepravke plovnih objekata i druge povezane usluge (smještaj plovnih objekata na suvom i mokrom vezu, održavanje plovnih objekata i dr).
  - **Ugovor** označava Ugovor o gradnji plovnog objekta, Ugovor o popravci ili prepravci plovnog objekta i Ugovor o smještaju i održavanju plovnog objekta.
  - **Naručilac** je korisnik usluga, odnosno Vlasnik ili Korisnik plovnog objekta koji je zaključio Ugovor o popravci ili prepravci plovnog objekta sa Pružaocem usluga.
  - **Vlasnik plovnog objekta** označava svako pravno ili fizičko lice koje se kao takvo pojavljuje u upisnom listu Plovnog objekta ili drugoj odgovarajućoj ispravi.
  - **Korisnik plovnog objekta** označava svako pravno ili fizičko lice koje je od strane Vlasnika plovnog objekta ovlašteno da koristi plovidni objekat ili je zakoniti držalac

**I. GENERAL PROVISIONS**

1. These General Terms of Business of the Shipyard port Bonići-Tivat (hereinafter referred to as the "General Terms and Conditions") shall apply to all service users of the Shipyard port Bonići-Tivat, operated by NAVAR INCORPORATED (hereinafter referred to as the "Port").
2. The General Terms and Conditions regulate the mutual rights and obligations between the Port and its Service Users.
3. The General Terms and Conditions constitute an integral part of every individual Agreement entered into by and between the Port and its Service Users, and are applied together with the Rules on Maintaining Order in the Shipyard port Bonići-Tivat (hereinafter referred to as the "Rules on Maintaining Order in the Port").

**II. DEFINITIONS OF TERMS**

4. The terms used in the General Terms and Conditions shall have the following meanings:
  - **Service Provider** refers to "NAVAR INCORPORATED" D.O.O. DRUŠTVO SA OGRANIČENOM ODGOVORNOŠĆU ZA PROIZVODNJU, PROMET I USLUGE TIVAT (abbreviated name: „NAVAR INCORPORATED“), established and operating in accordance with the laws of Montenegro, registered in the Central Registry of Business Entities under registration number 50132681, TAX ID. No. 02346303, with its business address and headquarters at Bonići bb, Tivat, Montenegro.
  - **Service User** refers to Client, the Shipbuilding Client, the User of accommodation and maintenance services of the vessel, as well as all other legal or natural persons who use the services of the Port.
  - **Services** shall mean all services provided by the Service Provider, which relate to, but are not limited to, services of building, repair or modification of vessels and other related services (accommodation of vessels on dry and wet berth, maintenance of vessels, etc.).
  - **The Agreement** shall mean the Shipbuilding Agreement, the Agreement for the repair or modification of a vessel, and the Agreement on the accommodation and maintenance of a vessel.
  - **The Client** is the Service User, namely the Owner or User of the vessel who has concluded a Agreement for the repair or modification of the vessel with the Service Provider.
  - **The Owner of the vessel** shall mean any legal or natural person who appears as such in the certificate of registration for the vessel or in another appropriate document.
  - **The User of the vessel** shall mean any legal or natural person who has been authorized by the Owner of the

- plovnog objekta (zakupac plovnog objekta, lice koje je iznajmilo plovni objekat i dr).
- **Naručilac gradnje** je Korisnik Usluga, odnosno pravno ili fizičko lice koje je zaključilo Ugovor o gradnji plovnog objekta sa Pružaocem usluga.
  - **Ugovor o gradnji plovnog objekta** označava ugovor zaključen između Pružaoca usluga i Naručioca gradnje u pisanoj formi kojim se Pružalac usluga obavezuje da izgradi plovni objekat za Naručioca gradnje, u ugovorenom roku, u skladu sa ugovorenim projektom, odredbama ugovora, pravilima struke i relevantnim nacionalnim i međunarodnim propisima po osnovu kojih se može izdati odgovarajuće svjedočanstvo o sposobnosti Plovnog objekta za plovidbu, odnosno druge isprave predviđene ugovorom, a Naručilac gradnje se obavezuje da za izgrađeni plovni objekat plati ugovorenu cijenu.
  - **Ugovor o popravci ili prepravci plovnog objekta** označava ugovor zaključen između Pružaoca usluga i Naručioca u pisanoj formi kojim se Pružalac usluga obavezuje da izvede određene radove popravke ili prepravke na određenom plovnom objektu, u određenom roku, po nalogu Naručioca, a Naručilac se obavezuje da za izvedene radove plati ugovorenu cijenu.
  - **Radovi** označavaju popravku ili prepravku plovnog objekta, u zavisnosti od slučaja.
  - **Cijena** označava ugovorenu novčanu naknadu koju je Naručilac dužan da plati za usluge gradnje, popravke ili prepravke plovnog objekta.
  - **Korisnik usluga smještaja i održavanja plovnog objekta** je korisnik usluga, odnosno Vlasnik ili Korisnik plovnog objekta koji je zaključio Ugovor o smještaju i održavanju plovnog objekta.
  - **Ugovor o smještaju i održavanju plovnog objekta** označava ugovor zaključen između Pružaoca usluga i Korisnika usluga smještaja i održavanja plovnog objekta kojim se Pružalac usluga obavezuje da Plovni objekat smjesti u određeni dio Luke, na suvi ili mokri vez i da izvrši usluge održavanja Plovnog objekta, u određenom roku, za unaprijed određenu naknadu.
  - **Ugovorne strane** su Pružalac usluga i Naručilac gradnje kod Ugovora o gradnji plovnog objekta, Pružalac usluga i Naručilac kod Ugovora o popravci ili prepravci plovnog objekta, kao i Pružalac usluga i Korisnik usluga smještaja i održavanja plovnog objekta kod Ugovora o smještaju i održavanju plovnog objekta. Ugovorna strana može biti i Jemac platac.
  - **Naknada** označava novčanu naknadu koju Korisnik usluga smještaja i održavanja plovnog objekta plaća Pružaocu usluga za uslugu smještaja i održavanja plovnog objekta.
  - **Plovni objekat** je plovni objekat (uključujući njegova pomoćna plovila, opremu i pripatke) koji je određen Ugovorom.
  - vessel to use the vessel, or who is the lawful holder of the vessel (lessee of the vessel, charterer, etc.).
  - **The Shipbuilding Client** is the Service User, namely a legal or natural person who has concluded a Shipbuilding Agreement with the Service Provider.
  - **The Shipbuilding Agreement** shall mean a Agreement concluded in written form between the Service Provider and the Shipbuilding Client, whereby the Service Provider undertakes to build a vessel for the Shipbuilding Client within the agreed period, in accordance with the agreed design, the provisions of the Agreement, professional rules, and relevant national and international regulations on the basis of which an appropriate certificate of the Vessel's seaworthiness, or other documents stipulated by the Agreement, may be issued, and the Shipbuilding Client undertakes to pay the agreed price for the vessel built.
  - **The Agreement for the repair or modification of a vessel** shall mean an Agreement concluded in written form between the Service Provider and the Client, whereby the Service Provider undertakes to perform certain repair or modification works on a specified vessel, within a specified period, at the instruction of the Client, and the Client undertakes to pay the agreed price for the performed works.
  - **Works** shall mean the repair or modification of the vessel, as the case may be.
  - **The Price** shall mean the agreed monetary compensation which the Client is obliged to pay for the services of building, repair, or modification of the vessel.
  - **The User of vessel accommodation and maintenance services** is the Service User, namely the Owner or User of the vessel who has concluded an Agreement on the accommodation and maintenance of the vessel.
  - **The Agreement on the accommodation and maintenance of a vessel** shall mean an Agreement concluded between the Service Provider and the User of vessel accommodation and maintenance services, whereby the Service Provider undertakes to place the vessel in a designated part of the Port, on dry or wet berth, and to perform maintenance services of the Vessel, within a specified period, for a predetermined fee.
  - **The Contracting Parties** are the Service Provider and the Shipbuilding Client under the Shipbuilding Agreement, the Service Provider and the Client under the Agreement for the repair or modification of a vessel, as well as the Service Provider and the User of vessel accommodation and maintenance services under the Agreement on the accommodation and maintenance of the vessel. A Contracting Party may also be a Guarantor Payer.
  - **The Fee** shall mean the monetary compensation which the User of vessel accommodation and maintenance services pays to the Service Provider for the service of accommodation and maintenance of the vessel.
  - **Vessel** refers to the vessel (including its auxiliary crafts, equipment, and appurtenances) specified in the Agreement.

- **Pratnja** označava svako lice koje nije Korisnik usluga, a koje se nalazi na Plovnom objektu uz odobrenje Korisnika usluga, kao što je: član porodice, lice koje je pozvano da boravi na plovnom objektu, gost i dr.
- **Jemac plataca** je pravno ili fizičko lice koje može pored Korisnika usluga biti ugovorna strana u istom Ugovoru, a koje je solidarno odgovorno sa Korisnikom usluga za ispunjenje dugovanja prema Pružaocu usluga nastalog po osnovu tog Ugovora.
- **Vez** označava mjesto za vezivanje, odnosno smještaj Plovnog objekta u Luci koje odredi Pružalac usluga, a može biti suvi i mokri vez.
- **Komunalne usluge** označavaju struju, internet, vodu i druge srodne usluge koje Pružalac usluga pruža Korisniku usluga.
- **Cijena komunalnih usluga** označava novčanu nadoknadu za pružanje Komunalnih usluga.
- **Viša sila** označava bilo koji događaj na koji Ugovorne strane ne mogu da utiču, kao što su: požar, poplava, zemljotres, oluja, uragan ili neka druga prirodna katastrofa, rat, invazija, neprijateljski akt strane države, građanski rat, pobuna, revolucija, ustanak, vojni puč ili puč sa konfiskovanjem imovine, teroristički napad, sankcije, odluke državnih organa, i slične okolnosti koje Ugovorne strane nisu mogle da predvide u vrijeme zaključenja Ugovora.
- **Obavještenje** označava pisano obavještenje iz člana 26 Opštih Uslova.
- **Cjenovnik** označava Cjenovnik usluga brodogradilišne luke Boniči-Tivat.
- **Entourage** refers to any person who is not a Service User but who actually uses the Vessel with the Service User's permission, such as a family member, an individual invited to stay on the vessel, a guest, etc.
- **Surety/Payer** refers to any legal or natural person who may, alongside the Service User, be a party to the same Agreement and who is jointly liable with the Service User for fulfilling obligations to the Service Provider arising from the said Agreement.
- **Berth** refers to a space for mooring, that is, accommodation of the Vessel in the Port as allocated by the Service Provider, which may be a dry or wet berth.
- **Utilities** refer to electricity, internet, water, and other related services provided by the Service Provider to the Service User.
- **Utilities charges** refers to the monetary compensation for the provision of Utilities.
- **Force Majeure** refers to any event beyond the control of the Contracting Parties, such as fire, flood, earthquake, storm, hurricane, or other natural disasters; war, invasion, hostile acts of a foreign state; civil war, rebellion, revolution, uprising, military coup, or confiscation of property; terrorist attacks, sanctions, decisions of authorities and similar circumstances that the Contracting Parties could not have foreseen at the time of concluding the Agreement.
- **Notice** shall mean a written notice pursuant to Article 26 of General Terms and Conditions.
- **Tariff Schedule** refers to the Tariff Schedule of services of the Shipyard Port Boniči-Tivat.

### III. POPRAVKA ILI PREPRAVKA PLOVNOG OBJEKTA

#### 1. Zaključenje ugovora

**5.1** Ugovor o popravci ili prepravci plovnog objekta zaključen je kada isti potpišu Pružalac usluga i Naručilac, odnosno njihovi ovlašćeni predstavnici.

**5.2** Izuzetno od stava 5.1 ovog člana, smatraće se da je Ugovor o popravci ili prepravci plovnog objekta zaključen kada Naručilac u pisanoj formi prihvati ponudu Pružaoca usluga za izvođenje Radova koja sadrži opis Radova, rok za njihovo izvođenje i Cijenu. Isto važi i za izmjene i dopune Ugovora i dodatne Radove.

**5.3** Ugovor o popravci ili prepravci plovnog objekta će se smatrati zaključenim i razmjenom skeniranog primjerka potpisanog Ugovora putem elektronske pošte.

#### 6. Obaveze i odgovornost Naručioca

**6.1** Prije otpočinjanja Radova, Naručilac je dužan da samim Ugovorom ili u formi Obavještenja odredi lice ili lica ovlašćena da u ime Naručioca daju naloge za rad Pružaocu usluga, nadgledaju i prime Radove, potpišu iskaz radova, i obavljaju komunikaciju sa Pružaocem usluga u vezi sa Plovnim objektom i Ugovorom.

**6.2** Za sve naloge za rad koje Pružalac usluga dobije od lica ovlašćenih od strane Naručioca u skladu sa stavom 6.1 ovog člana, smatraće se u svemu kao da su dobijeni

### III. REPAIR OR MODIFICATION OF THE VESSEL

#### 5. Conclusion of the Agreement

**5.1** The Agreement for the repair or modification of a vessel is concluded when it is signed by the Service Provider and the Client, or their authorized representatives.

**5.2** Notwithstanding the paragraph 5.1 of this Article, it shall be deemed that the Agreement for the repair or modification of a vessel is concluded when the Client, in written form, accepts the Service Provider's offer for the performance of the Works, which contains a description of the Works, the deadline for their performance, and the Price. The same applies to amendments to the Agreement and to additional Works.

**5.3** The Agreement for the repair or modification of a vessel shall also be deemed concluded by the exchange of a scanned copy of the signed Agreement via electronic mail.

#### 6. Obligations and liabilities of the Client

**6.1** Before commencing the Works, the Client is obliged, either in the Agreement itself or in the form of a Notice, to designate the person or persons authorized to issue work orders to the Service Provider on behalf of the Client, to supervise and accept the Works, sign the statement of works and to conduct communication with the Service Provider in connection with the Vessel and the Agreement.

**6.2** All work orders received by the Service Provider from persons authorized by the Client in accordance with paragraph 6.1 of this Article shall be deemed in all

- neposredno od Naručioaca, te se Naručilac ne može naknadno pozivati na bilo kakva ograničenja po tom osnovu.
- 6.3** Naručilac je dužan da Pružaocu usluga, u formi Obavještenja, dostavi podatke o svim ovlašćenim licima iz stava 6.1 ovog člana, posadi ili drugim licima koja u vezi sa Radovima dolaze u Luku, i to prije njihovog dolaska.
- 6.4** Pored odgovornosti propisane članom 22 Opštih uslova, sav rizik i odgovornost za postupke i štetu koju lica iz stava 6.3 ovog člana prouzrokuju Pružaocu usluga, Naručiocu, Plovnom objektu ili trećim licima tokom boravka u Luci snosi isključivo Naručilac.
- 6.5** Za vrijeme trajanja Ugovora o popravci ili prepravci Plovnog objekta, Naručilac niti bilo koje drugo lice, osim Pružaoca usluga, nemaju pravo da, bez prethodnog pisanog odobrenja Pružaoca usluga, na Plovnom objektu obavljaju bilo kakve radove, osim redovnog održavanja koje obavlja posada Plovnog objekta, pod uslovom da takvi radovi ne ometaju Radove koje izvodi Pružalac usluga.
- 6.6** U slučaju iz stava 6.5 ovog člana, Naručilac odnosno njegovo ovlašćeno lice dužni su da u formi Obavještenja najave izvođenje takvih radova osoblju Luke, kao i da dostave podatke o vrsti radova, licima koja treba da izvedu radove, njihovoj stručnoj spremi i profesionalnim kvalifikacijama, sertifikat o zaštiti na radu, i polisu osiguranja od odgovornosti za ta lica, ukoliko ista postoji.
- 6.7** Pružalac usluga može uskratiti odobrenje iz stava 6.5 ovog člana zbog nepostojanja polise osiguranja od odgovornosti za lica koja treba da izvedu radove na Plovnom objektu, odnosno već dato odobrenje povući ukoliko se pomenuta lica ne pridržavaju mjera zaštite na radu i Pravila o načinu održavanja reda u luci.
- 6.8** Pružalac usluga ne snosi bilo kakvu odgovornost, niti je dužan nadoknaditi bilo kakvu materijalnu ili nematerijalnu štetu nastalu usljed radova koje na Plovnom objektu izvodi Naručilac ili treće lice po njegovom nalogu, bilo da je šteta nastala na Plovnom objektu, ili je pricinjena bilo kom trećem licu.
- 6.9** Naručilac je dužan da blagovremeno plati Cijenu za izvedene Radove, u skladu sa Ugovorom.
- 6.10** Kada troškovi popravke odnosno prepravke Plovnog objekta, posle zaključenja Ugovora, usljed nepredviđenih okolnosti vanredno porastu, Pružalac usluga može zahtijevati povećanje Cijene, srazmjerno stvarnom i objektivnom povećanju troškova.
- 6.11** Odredba iz stava 6.10 ovog člana se neće primijeniti u situaciji kada su se troškovi povećali u vrijeme kad je Pružalac usluga svojom krivicom bio u docnji sa izvršenjem Radova.
- 6.12** Naručilac je dužan da primi Radove izvršene prema odredbama Ugovora i pravilima struke.
- respects as if they were received directly from the Client, and the Client may not subsequently invoke any limitations on that basis.
- 6.3** The Client is obliged to provide the Service Provider, in the form of a Notice, with information on all authorized persons from paragraph 6.1 hereof, crew, or other persons who, in connection with the Works, come to the Port, and this must be done prior to their arrival.
- 6.4** In addition to the liability prescribed by Article 22 of the General Terms and Conditions, all risk and liability for the actions and damage caused by the persons referred to in paragraph 6.3 of this Article to the Service Provider, the Client, the Vessel, or third parties during their stay in the Port shall be borne exclusively by the Client.
- 6.5** During the term of the Agreement for the repair or modification of the Vessel, neither the Client nor any other person, except the Service Provider, shall have the right, without the prior written approval of the Service Provider, to perform any works on the Vessel, except for regular maintenance carried out by the Vessel's crew, provided that such works do not interfere with the Works performed by the Service Provider.
- 6.6** In the case referred to in paragraph 6.5 of this Article, the Client or the authorized person shall be obliged, in the form of a Notice, to announce the performance of such works to the Port staff, as well as to provide information on the type of works, the persons who are to perform the works, their professional training and qualifications, certificate on occupational safety and the professional liability insurance policy for such persons, if such exists.
- 6.7** The Service Provider may withhold the approval referred to in paragraph 6.5 of this Article due to the absence of a professional liability insurance policy for the persons who are to perform works on the Vessel, or may withdraw an approval already granted if such persons fail to comply with occupational safety measures and the Rules on the maintenance of order in the Port.
- 6.8** The Service Provider shall bear no responsibility, nor shall it be obliged to compensate for any material or non-material damage arising from works performed on the Vessel by the Client or a third party at his instruction, whether the damage occurred on the Vessel or was caused to any third party.
- 6.9** The Client is obliged to pay the Price for the performed Works in a timely manner, in accordance with the Agreement.
- 6.10** When the costs of repair or modification of the Vessel, after the conclusion of the Agreement, extraordinarily increase due to unforeseen circumstances, the Service Provider may request an increase in the Price, proportionate to the actual and objective increase in costs.
- 6.11** The provision from paragraph 6.10 hereof shall not apply in a situation where the costs increased at a time when the Service Provider was in delay with the performance of the Works due to his own fault.
- 6.12** The Client is obliged to accept the Works performed in accordance with the provisions of the Agreement and the rules of the profession.

## **7. Obaveze i odgovornost Pružaoca usluga**

- 7.1** Pružalac usluga je dužan da izvede Radove s dužnom pažnjom, u skladu sa pravilima struke i relevantnim propisima, u roku koji je određen Ugovorom.
- 7.2** Pružalac usluga je dužan da sa pažnjom dobrog privrednika i u skladu s pravilima struke održava uredno i u dobrom stanju Luku, svu njenu infrastrukturu, suprastrukturu, postrojenja i drugu lučku opremu.
- 7.3** Naručilac ima pravo da nadgleda izvođenje Radova koji su u toku i da Pružaocu usluga istakne prigovor u pogledu kvaliteta Radova i upotrijebljenih materijala, djelova ili opreme. Pružalac usluga će uvažiti tako istaknuti prigovor, ako je isti opravdan shodno pravilima struke.
- 7.4** Kada Naručilac zahtijeva upotrebu određenih materijala ili ugradnju određenih djelova ili opreme, Pružalac usluga je dužan da ga upozori ako oni nijesu odgovarajući ili dovoljni za otklanjanje kvara ili ostvarivanje druge svrhe popravke ili prepravke Plovnog objekta.
- 7.5** Kada materijale, djelove ili opremu obezbjeđuje Naručilac, Pružalac usluga je dužan da ih pažljivo pregleda i bez odlaganja obavijesti Naručioca ako imaju nedostatke.
- 7.6** Kada se radovi izvode prema projektu koji nije sačinio Pružalac usluga, on je dužan da pažljivim pregledom utvrdi da li projekat ima nedostatke i da o tome obavijesti Naručioca.
- 7.7** Ako Pružalac usluga ne postupi u skladu sa stavovima od 7.4 do 7.6 ovog člana, odgovara za štetu nastalu upotrebom neodgovarajućih materijala, djelova ili opreme, odnosno zbog nedostataka u materijalima, djelovima, opremi ili projektu, osim ako je Naručilac, uprkos upozorenju, zahtijevao da se takvi materijali, djelovi ili oprema koriste, odnosno da se radovi izvedu po projektu.
- 7.8** Pružalac usluga može izvesti nepredviđene radove na Plovnom objektu i bez prethodne saglasnosti Naručioca, ukoliko zbog njihove hitnosti nije bio u mogućnosti da pribavi tu saglasnost.
- 7.9** Nepredviđeni radovi iz stava 7.8 ovog člana mogu se izvoditi isključivo radi:
- otklanjanja neposredne opasnosti po sigurnost Plovnog objekta, posade, putnika ili životne sredine, druge plovne objekte i lica u Luci,
  - sprječavanja nastanka veće štete na Plovnom objektu ili njegovoj opremi,
  - obezbjeđenja minimalne operativne sposobnosti Plovnog objekta, ukoliko se Plovni objekat nalazi na mokrom vezu.
- 7.10** Pružalac usluga ne može izvoditi radove koji prelaze nužni obim bez naknadne saglasnosti Naručioca.
- 7.11** Pružalac usluga je dužan da:
- odmah po izvršenju nepredviđenih radova obavijesti Naručioca o vrsti, obimu i razlozima izvođenja takvih radova,
  - dostavi pisani izvještaj sa tehničkim obrazloženjem i troškovnikom,

## **7. Obligations and liabilities of the Service provider**

- 7.1** The Service Provider is obliged to perform the Works with due care, in accordance with professional rules and relevant regulations, within the period specified in the Agreement.
- 7.2** The Service Provider is obliged, with the care of a good businessman and in accordance with professional rules, to maintain the Port, all its infrastructure, superstructure, facilities, and other port equipment properly and in good condition.
- 7.3** The Client has the right to supervise the performance of the Works in progress and to raise an objection to the Service Provider regarding the quality of the Works and the materials, parts, or equipment used. The Service Provider shall respect such objection if it is justified in accordance with professional rules.
- 7.4** When the Client requires the use of certain materials or the installation of certain parts or equipment, the Service Provider is obliged to warn him if they are not suitable or sufficient for eliminating the defect or achieving another purpose of the repair or modification of the Vessel.
- 7.5** When the materials, parts, or equipment are provided by the Client, the Service Provider is obliged to carefully inspect them and without delay inform the Client if they have defects.
- 7.6** When the works are carried out according to a project not prepared by the Service Provider, he is obliged, through careful inspection, to determine whether the project has defects and to inform the Client thereof.
- 7.7** If the Service Provider does not act in accordance with paragraphs 7.4 to 7.6 of this Article, he shall be liable for damage arising from the use of inappropriate materials, parts, or equipment, or due to defects in the materials, parts, equipment, or project, unless the Client, despite the warning, required that such materials, parts, or equipment be used, or that the works be carried out according to the project.
- 7.8** The Service Provider may perform unforeseen works on the Vessel without the prior consent of the Client, if due to their urgency he was not able to obtain such consent.
- 7.9** Unforeseen works referred to in paragraph 7.8 of this Article may be carried out exclusively for the purpose of:
- eliminating immediate danger to the safety of the Vessel, crew, passengers, or the environment, other vessels, and persons in the Port,
  - preventing greater damage to the Vessel or her equipment,
  - ensuring the minimum operational capability of the Vessel, if the Vessel is located at a wet berth.
- 7.10** The Service Provider may not carry out works exceeding the necessary scope without the subsequent consent of the Client.
- 7.11** The Service Provider is obliged to:
- immediately upon completion of unforeseen works inform the Client of the type, scope, and reasons for performing such works,
  - provide a written report with technical explanation and cost estimate,

- dokumentuje sve preduzete mjere i radove u skladu sa pravilima struke i važećim propisima.
- 7.12** Troškovi nepredviđenih radova iz stava 7.8 ovog člana padaju na teret Naručioca.
- 7.13** Pružalac usluga se obavezuje da Radove obavlja stručno i da koristi materijale uobičajenog kvaliteta, osim ukoliko se Ugovorne strane drugačije dogovore.
- 7.14** Ukoliko neki od ugovorenih materijala, djelova ili opreme nisu dostupni u vrijeme kada je potrebno da budu korišćeni, odnosno ugrađeni u Plovni objekat, Ugovorne strane će se sporazumjeti o korišćenju odgovarajućih zamjenskih materijala, djelova ili opreme. Ako takav sporazum izostane, Pružalac usluga ima pravo da sam odabere takav materijal, djelove ili opremu, u skladu sa pravilima struke.
- 7.15** Pružalac usluga ne odgovara za nedostatke u Radovima ako dokaže da je do njih došlo usljed toga što je pri izvođenju određenih radova postupio na zahtjev Naručioca i upozorio ga na mogućnost nastanka štetnih posljedica koje je mogao da predvidi upotrebom dužne pažnje.
- 7.16** Pružalac usluga odgovara za rad lica koja su po njegovom nalogu izvodila Radove koje je preuzeo da izvrši shodno Ugovoru o popravci ili prepravci plovnog objekta, kao da ga je sam izvršio.
- 7.17** Pružalac usluga neće odgovarati za štetu, gubitak ili troškove nastale usled Više sile, kao ni drugih eksternih uzroka koji ne potiču neposredno od materijala, opreme ili djelova za koje Pružalac usluga garantuje, kao što su, npr, šteta zbog uobičajenog trošenja Plovnog objekta, korozije, štete zbog neodržavanja, zapuštenosti ili dotrajalosti Plovnog objekta, njegovih djelova ili opreme, glodari, šteta od glodara, ptica i drugih životinja, šteta uzrokovana atmosferskim i klimatskim uslovima, šteta zbog zagađenja, vandalizam, krađa, radnje trećih lica, kao i bilo koje druge okolnosti koje su van razumne kontrole Pružaoca usluga.
- 8. Trajanje ugovora i rokovi**
- 8.1** Plovni objekat dolazi u Luku i napušta je u vrijeme navedeno u Ugovoru o popravci odnosno prepravci Plovnog objekta, odnosno u vrijeme o kome se Ugovorne strane naknadno dogovore.
- 8.2** Rok za izvođenje Radova računa se od prvog narednog radnog dana nakon dolaska Plovnog objekta u Luku, ako nije drukčije ugovoreno Ugovorom o popravci ili prepravci plovnog objekta.
- 8.3** Bez obzira na odredbu stava 8.2 ovog člana, rok za izvođenje Radova neće početi da teče dok Naručilac ne ispuni svoje prethodne obaveze, uključujući obaveze plaćanja, ako ih ima.
- 8.4** Ako Naručilac ne ispunjava svoje ugovorne obaveze tokom izvođenja Radova, Pružalac usluga ima pravo da obustavi Radove dok te obaveze ne budu ispunjene, za koje vrijeme
- document all measures taken and works performed in accordance with professional rules and applicable regulations.
- 7.12** The costs of unforeseen works referred to in paragraph 7.8 of this Article shall be borne by the Client.
- 7.13** The Service Provider undertakes to perform the Works professionally and to use materials of customary quality, unless otherwise agreed by the Contracting Parties.
- 7.14** If any of the agreed materials, parts, or equipment are not available at the time when they need to be used, i.e. installed in the Vessel, the Contracting Parties shall agree on the use of appropriate substitute materials, parts, or equipment. If such agreement is not reached, the Service Provider shall have the right to select such materials, parts, or equipment himself, in accordance with professional rules.
- 7.15** The Service Provider shall not be liable for defects in the Works if he proves that they occurred as a result of performing certain works at the request of the Client and that he warned the Client of the possibility of harmful consequences which he could have foreseen by exercising due care.
- 7.16** The Service Provider shall be liable for the work of persons who, at his instruction, performed Works he undertook to carry out under the Agreement for the repair or modification of the Vessel, as if he had performed them himself.
- 7.17** The Service Provider shall not be liable for any damage, loss, or costs arising from Force Majeure, nor from other external causes not directly originating from the materials, equipment, parts, or project for which the Service Provider provides a guarantee, such as, *inter alia*, damage due to ordinary wear and tear of the Vessel, corrosion, damage resulting from lack of maintenance, neglect or obsolescence of the Vessel, its parts or equipment, rodents, damage caused by rodents, birds and other animals, damage caused by atmospheric and climatic conditions, damage due to pollution, vandalism, theft, acts of third parties, as well as any other circumstances beyond the reasonable control of the Service Provider.
- 8. Duration of the Agreement and deadlines**
- 8.1** The Vessel shall arrive at the Port and depart at the time specified in the Agreement for the repair or modification of the Vessel, or at the time subsequently agreed upon by the Contracting Parties.
- 8.2** The deadline for the performance of the Works shall be calculated from the first following working day after the arrival of the Vessel at the Port, unless otherwise agreed in the Agreement for the repair or modification of the Vessel.
- 8.3** Notwithstanding the provision of paragraph 8.2 of this Article, the deadline for the performance of the Works shall not commence until the Client has fulfilled his prior obligations, including payment obligations, if any.
- 8.4** If the Client does not fulfill his contractual obligations during the performance of the Works, the Service Provider has the right to suspend the Works until such obligations are fulfilled, during which time the Client remains liable

- Naručilac ostaje odgovoran za svaki vid štete po bilo kom osnovu, u skladu sa Opštim uslovima.
- 8.5** Ako Pružalac usluga obustavi Radove u skladu sa stavom 8.4 ovog člana, rok za izvođenje Radova se produžava za onoliko dana koliko je trajala obustava Radova.
- 8.6** Ukoliko tokom izvođenja Radova Ugovorne strane ugovore dodatne radove, ako je priroda tih dodatnih radova takva da zahtijeva dodatno vrijeme za njihovo izvođenje, Ugovorne strane su dužne da istovremeno ugovore i rok za njihovo izvođenje.
- 8.7** Rok za izvođenje Radova produžiće se i u slučaju Više sile, u skladu sa odredbama člana 25 Opštih uslova.
- 9. Primopredaja radova**
- 9.1** Nakon završetka Radova, Naručilac ili od njega ovlašćeno lice dužno je da bez odlaganja izvrši pregled izvedenih Radova, ugrađenih materijala, djelova, instalirane opreme itd, u cilju provjere njihove usklađenosti sa ugovorenim specifikacijama, količinama, tehničkim normama i pravilima struke.
- 9.2** Pregled iz stava 9.1 ovog člana obuhvata vizuelnu kontrolu kvaliteta izvedenih Radova, provjeru dokumentacije o porijeklu i kvalitetu ugrađenih materijala, djelova i opreme, kao i funkcionalno ispitivanje osnovnih sistema i uređaja, kada je to primjenjivo.
- 9.3** Ukoliko se tokom pregleda iz stava 9.1 ovog člana utvrde nedostaci ili odstupanja u odnosu na ugovoreno, Naručilac je dužan da iste evidentira i o njima u pisanoj formi bez odlaganja obavijesti Pružaoca usluga, sa zahtjevom za njihovo otklanjanje.
- 9.4** Pružalac usluga je dužan da sve opravdane nedostatke i odstupanja iz stava 9.3 ovog člana otkloni u razumnom roku.
- 9.5** Ako se pregledom iz stava 9.1 ovog člana utvrdi da su Radovi izvedeni u skladu sa Ugovorom, Naručilac ili ovlašćeno lice dužno je da potpiše iskaz radova usaglašen sa Pružaocem usluga, čime se potvrđuje završetak Radova, te da je rizik prešao na Naručioca.
- 9.6** Potpis na iskazu radova iz stava 9.5 ovog člana predstavlja potvrdu da su Radovi uredno završeni, odnosno primljeni bez primjedbe u pogledu ugovorenih specifikacija, količina, kvaliteta i obračunate Cijene, a takođe označava početak garantnog roka za izvedene Radove i ugrađene materijale, djelove i opremu.
- 9.7** Posle pregleda i prijema Radova, Pružalac usluga više ne odgovara za nedostatke koji su se mogli opaziti običnim pregledom, izuzev ako je znao za njih, a nije ih pokazao Naručiocu.
- 9.8** U slučaju da Naručilac ili ovlašćeno lice ne izvrši pregled u roku od 7 (sedam) dana od dana obavještenja o završetku for any kind of damage on any grounds, in accordance with the General Terms and Conditions.
- 8.5** If the Service Provider suspends the Works in accordance with paragraph 8.4 of this Article, the deadline for the performance of the Works shall be extended by the number of days during which the suspension lasted.
- 8.6** If, during the performance of the Works, the Contracting Parties agree on additional works, and the nature of such additional works requires additional time for their performance, the Contracting Parties are obliged to simultaneously agree on the deadline for their performance.
- 8.7** The deadline for the performance of the Works shall also be extended in the case of Force Majeure, in accordance with the provisions of Article 25 of the General Terms and Conditions.
- 9. Delivery and Acceptance of Works**
- 9.1** After the completion of the Works, the Client or a person authorized by him is obliged without delay to carry out an inspection of the performed Works, used materials, parts, installed equipment, etc., for the purpose of verifying their compliance with the agreed specifications, quantities, technical standards, and professional rules.
- 9.2** The inspection referred to in paragraph 9.1 of this Article includes a visual check of the quality of the performed Works, verification of documentation on the origin and quality of the installed materials, parts, and equipment, as well as functional testing of the basic systems and devices, where applicable.
- 9.3** If, during the inspection referred to in paragraph 9.1 of this Article, defects or deviations from the agreed terms are determined, the Client is obliged to record them and without delay notify the Service Provider thereof in written form, with a request for their rectification.
- 9.4** The Service Provider is obliged to remedy all justified defects and deviations referred to in paragraph 9.3 hereof within a reasonable period.
- 9.5** If the inspection referred to in paragraph 9.1 hereof establishes that the Works have been performed in accordance with the Agreement, the Client or the authorized person is obliged to sign the statement of works agreed with the Service Provider, thereby confirming the completion of the Works and that the risk has passed to the Client.
- 9.6** The signature on the statement of works referred to in paragraph 9.5 hereof constitutes confirmation that the Works have been duly completed, i.e., received without objection regarding the agreed specifications, quantities, quality, and calculated Price, also indicating the commencement of the warranty period for the performed Works and installed materials, parts, and equipment.
- 9.7** After the inspection and acceptance of the Works, the Service Provider shall no longer be liable for defects that could have been detected by ordinary inspection, except if he knew of them and did not disclose them to the Client.
- 9.8** In the event that the Client or the authorized person does not carry out the inspection within 7 (seven) days from the date of the notice of completion of the Works, it shall be

- Radova, smatraće se da su Radovi uredno primljeni i prihvaćeni, te da je rizik prešao na Naručioca.
- 9.9** Naručilac je dužan da nakon prijema Radova u smislu odredbi ovog člana, odnosno po prestanku Ugovora o popravci ili prepravci, izmjesti Plovni objekat iz Luke.
- 9.10** Za svaki dan zakašnjenja sa izmještanjem Plovnog objekta iz Luke, Naručiocu se ima naplatiti naknada za suvi vez, u skladu sa važećim Cjenovnikom, a Pružalac usluga ima pravo da Plovni objekat izmjesti na drugu pogodnu lokaciju u okviru Luke.
- 10. Garancije Pružaoca usluga**
- 10.1** Pružalac usluga garantuje da su svi Radovi izvedeni u skladu sa ugovorenim specifikacijama, pravilima struke i važećim tehničkim normama.
- 10.2** Pružalac usluga odgovara za skrivene nedostatke u zakonskom roku, pod uslovom da Naručilac o nedostacima obavijesti Pružaoca usluga u formi Obavještenja, odmah po otkrivanju.
- 10.3** Pružalac usluga je dužan da, o svom trošku, otkloni sve nedostatke koji se pojave u roku iz stava 10.2 ovog člana, osim ako dokaže da su nastali krivicom Naručioca ili trećih lica, ili usljed Više sile.
- 10.4** Odgovornost Pružaoca usluga za skrivene nedostatke iz stava 10.2 ovog člana odnosi se isključivo na obavezu uklanjanja nedostataka koji potiču od materijala, opreme ili djelova sa manom i/ili nepravilne izrade (kvalitet), koji su otkriveni i o kojima je Pružalac usluga obaviješten u skladu sa odredbama ovog člana. Pružalac usluga ne odgovara za gubitak zarade Plovnog objekta ili drugu štetu ili troškove koji su nastali zbog nemogućnosti korišćenja Plovnog objekta, bez obzira da li su oni nastali iz samih nedostataka ili radova koji se preduzimaju da bi se ovi nedostaci otklonili.
- 10.5** Takođe, Pružalac usluga neće odgovarati za nedostatke koje su, bez saglasnosti Naručioca, otklonili drugi izvođači radova, bilo zamjenom djelova, popravkom ili na bilo koji drugi način, niti za bilo koje nedostatke koji su nastali ili su uvećani usljed nepravilne upotrebe ili održavanja Plovnog objekta od strane Naručioca, njegovih zaposlenih ili agenata, ili usljed uobičajenog habanja ili usljed bilo kojih drugih okolnosti koje su izvan kontrole Pružaoca usluga.
- 10.6** Pružalac usluga garantuje da su korišćeni materijali, ugrađena oprema i djelovi novi, originalni i odgovarajućeg kvaliteta, te da posjeduju sve potrebne sertifikate i ateste.
- 10.7** Garantni rok za ugrađenu opremu i djelove traje onoliko koliko je predviđeno garancijom proizvođača.
- 10.8** Ako proizvođač opreme ili rezervnih djelova daje duži garantni rok, isti se primjenjuje u korist Naručioca.
- 10.9** Sva garancijska prava proizvođača, uključujući pravo na servis i zamjenu djelova koja ima Pružalac usluga prenose se na Naručioca danom potpisivanja iskaza radova.
- deemed that the Works have been duly received and accepted, and that the risk has passed to the Client.
- 9.9** The Client is obliged, after the acceptance of the Works in accordance with the provisions of this Article, or upon termination of the Agreement for the repair or modification, to remove the Vessel from the Port.
- 9.10** For each day of delay in removing the Vessel from the Port, the Client shall be charged a fee for dry berth, in accordance with the applicable Tariff Schedule, and the Service Provider shall have the right to move the Vessel to another suitable location within the Port.
- 10. Guarantees of the Service Provider**
- 10.1** The Service Provider guarantees that all Works have been performed in accordance with the agreed specifications, professional rules, and applicable technical standards.
- 10.2** The Service Provider shall be liable for hidden defects within the time period stipulated by the law, provided that the Client notifies the Service Provider of the defects in form of the Notice, immediately upon their discovery.
- 10.3** The Service Provider is obliged, at his own expense, to remedy all defects that appear within the period referred to in paragraph 10.2 of this Article, unless he proves that they were caused by the fault of the Client or third parties, or as a result of Force Majeure.
- 10.4** The Service Provider's liability for hidden defects under paragraph 10.2 of this Article applies exclusively to the obligation to remedy defects arising from materials, equipment, or parts with defects and/or improper workmanship (quality), which have been discovered and of which the Service Provider has been notified in accordance with the provisions of this Article. The Service Provider shall not be liable for any loss of profit of the Vessel or for any other damage or costs incurred due to the inability to use the Vessel, regardless of whether such loss or damage arises from the defects themselves or from the works undertaken to remedy such defects.
- 10.5** Likewise, the Service Provider shall not be liable for defects that, without the consent of the Client, were remedied by other contractors, whether by replacement of parts, repair, or in any other manner, nor for any defects that arose or were aggravated due to improper use or maintenance of the Vessel by the Client, his employees or agents, or due to normal wear and tear or any other circumstances beyond the control of the Service Provider.
- 10.6** The Service Provider guarantees that the materials used, installed equipment and parts are new, original, and of appropriate quality, and that they possess all necessary certificates and attestations.
- 10.7** The warranty period for the installed equipment and parts shall last as long as provided by the manufacturer's warranty.
- 10.8** If the manufacturer of the equipment or parts grants a longer warranty period, the same shall apply in favor of the Client.
- 10.9** All manufacturer's warranty rights, including the right to servicing and replacement of parts held by the Service Provider, shall be transferred to the Client as of the date of execution of the statement of works.

## **11. Raskid Ugovora o popravci ili prepravci plovnog objekta**

**11.1** Ugovorne strane mogu u bilo kojem trenutku trajanja Ugovora o popravci ili prepravci plovnog objekta isti raskinuti sporazumno.

**11.2** Sve dok Radovi nisu dovršeni, Naručilac može da raskine Ugovor u bilo kom trenutku, ali je u tom slučaju dužan da isplati Pružaocu usluga ugovorenu Cijenu, umanjenu za iznos troškova koji nisu nastali, a koji bi nastali da Ugovor nije raskinut.

**11.3** Pružalac usluga ima pravo na jednostrani raskid Ugovora o popravci ili prepravci plovnog objekta bez otkaznog roka u sljedećim slučajevima:

- ako Naručilac počini bitne povrede Ugovora o popravci ili prepravci plovnog objekta ili Opštih uslova;
- ako Naručilac počini bitne povrede Pravila o načinu održavanja reda u Luci.

**11.4** Bitne povrede iz stava 11.3 ovog člana odnose se, ali ne ograničavaju na:

- Nepoštovanje ugovorenog roka za dovođenje Plovnog objekta u Luku;
- nepoštovanje rokova za plaćanje Cijene na način predviđen Ugovorom o popravci i prepravci plovnog objekta;
- nepridržavanje Pravila o načinu održavanja reda u Luci ni nakon prijema Obavještenja Pružaoca usluga;
- ugrožavanje sigurnosti i bezbjednosti drugih Korisnika usluga ili osoblja Luke;
- namjerno ili grubo nemarno postupanje koje uzrokuje štetu ili koje može uzrokovati štetu; uključujući, ali se ne ograničavajući na oštećenje i uništenje infrastrukture, plovnih objekata ili opreme u Luci.

**11.5** Naručilac ima pravo na jednostrani raskid Ugovora o popravci ili prepravci plovnog objekta bez otkaznog roka u sljedećim slučajevima:

- kada je Pružalac usluga u tolikom zakašnjenju sa započinjanjem ili završavanjem Radova da je očigledno da ih neće završiti u roku koji je predviđen Ugovorom;
- kada Pružalac usluga ne postupi po opravdanim prigovorima Naručioaca koji se tiču nedostataka u Radovima i nakon što mu je Naručilac odredio primjeren rok za otklanjanje nedostataka;
- kada obavljene Radovi imaju takve nedostatke koji čine plovni objekat nesposobnim za plovidbu, ili su obavljene u suprotnosti sa izričitim uslovima Ugovora (bitni nedostaci), u kom slučaju, Naručilac može, ne tražeći prethodno otklanjanje nedostatka, raskinuti Ugovor i zahtijevati naknadu štete.

## **IV. GRADNJA PLOVNOG OBJEKTA**

### **12. Shodna primjena**

**12.1** Na odredbe Ugovora o gradnji plovnog objekta, shodno se primjenjuju odredbe Opštih uslova o popravci ili prepravci plovnih objekata, osim ako drugačije nije predviđeno zakonom ili posebnim ugovorom.

## **11. Termination of the Agreement for the Repair or Modification of the Vessel**

**11.1** The Contracting Parties may terminate the Agreement for the repair or modification of the Vessel at any time during its duration by mutual agreement.

**11.2** As long as the Works have not been completed, the Client may terminate the Agreement at any time, but in such case he is obliged to pay the Service Provider the agreed Price, reduced by the amount of costs not incurred, which would have been incurred had the Agreement not been terminated.

**11.3** The Service Provider has the right to unilaterally terminate the Agreement for the repair or modification of the Vessel without a notice period in the following cases:

- if the Client commits material breaches of the Agreement for the repair or modification of the Vessel or the General Terms and Conditions;
- if the Client commits material breaches of the Rules on Maintaining Order in the Port.

**11.4** Material breaches referred to in paragraph 11.3 hereof include, but are not limited to:

- Failure to comply with the agreed deadline for bringing the Vessel into the Port;
- Failure to comply with payment deadlines for the Price in the manner provided by the Agreement for the repair or modification of the Vessel;
- Failure to adhere to the Rules on the maintenance of order in the Port even after receipt of a Notice from the Service Provider;
- Endangering the safety and security of other Users of services or Port personnel;
- Conduct with intention or gross negligence causing damage or likely to cause damage, including but not limited to damage to or destruction of infrastructure, vessels, or equipment in the Port.

**11.5** The Client has the right to unilaterally terminate the Agreement for the repair or modification of the Vessel without a notice period in the following cases:

- when the Service Provider is in such delay with commencing or completing the Works that it is evident they will not be completed within the period stipulated in the Agreement;
- when the Service Provider fails to act upon the Client's justified objections concerning defects in the Works and, after the Client has set a reasonable deadline for their removal;
- when the Works performed have such defects that render the Vessel unseaworthy or have been carried out contrary to the express terms of the Agreement (material defects), in which case the Client may, without requesting prior rectification of the defect, terminate the Agreement and claim damages.

## **IV. SHIPBUILDING**

### **12. Mutatis Mutandis Application**

**12.1** The provisions of the General Terms and Conditions on the repair or modification of vessels shall apply mutatis mutandis to the provisions of the Shipbuilding

Agreement, unless otherwise provided by law or by a special agreement.

## **V. UGOVOR O SMJEŠTAJU I ODRŽAVANJU PLOVNOG OBJEKTA**

### **13. Zaključenje ugovora**

**13.1** Ugovor o smještaju i održavanju plovnog objekta zaključen je kada isti potpišu Pružalac usluga i Korisnik usluga smještaja i održavanja plovnog objekta, odnosno njihovi ovlašćeni predstavnici.

**13.2** Ugovor o smještaju i održavanju plovnog objekta će se smatrati zaključenim i razmjenom skeniranog primjerka potpisanog Ugovora putem elektronske pošte.

**13.3** Ugovor o smještaju i održavanju plovnog objekta nije prenosiv na drugo lice bez prethodne pisane saglasnosti Pružaoca usluga koja neće biti nerazumno uskraćena.

### **14. Smještaj Plovnog objekta**

**14.1** Prilikom zaključenja Ugovora o smještaju i održavanju plovnog objekta, Korisnik usluga smještaja i održavanja plovnog objekta će naznačiti da li se Plovni objekat ima smjestiti na suvi ili na mokri vez, u skladu sa prostornim kapacitetima Luke.

**14.2** Radi pružanja usluga smještaja i održavanja Plovnog objekta, Pružalac usluga ima diskreciono pravo da odredi Vez, bilo mokri bilo suvi, na kom će smjestiti Plovni objekat, vodeći računa da u svakom trenutku samo Plovni objekat određen Ugovorom o smještaju i održavanju plovnog objekta može zauzimati taj Vez.

**14.3** Izuzetno od stava 14.2 ovog člana, na zahtjev Korisnika usluga, Pružalac usluga može odobriti da umjesto prvobitno ugovorenog Plovnog objekta, na vez bude smješten drugi Plovni objekat, o čemu će Ugovorne strane zaključiti Aneks Ugovora o smještaju i održavanju plovnog objekta, koji će definisati novu naknadu za smještaj Plovnog objekta, u skladu sa važećim Cjenovnikom i karakteristikama Plovnog objekta.

**14.4** Korisnik usluga smještaja i održavanja plovnog objekta nema pravo da ustupi Vez na korišćenje trećem licu za potrebe drugog Plovnog objekta bez prethodne pisane saglasnosti Pružaoca usluga.

**14.5** Korisnik usluga smještaja i održavanja plovnog objekta, tokom trajanja Ugovora o smještaju i održavanju plovnog objekta kojim je predviđen smještaj Plovnog objekta na mokrom vezu, može od Pružaoca usluga zatražiti premještaj Plovnog objekta na suvi vez, na osnovu zahtjeva datog u formi Obavještenja.

**14.6** Korisnik usluga smještaja i održavanja plovnog objekta može, tokom trajanja Ugovora o smještaju i održavanju plovnog objekta kojim je predviđen smještaj plovnog objekta na suvom vezu, tražiti od Pružaoca usluga

## **V. AGREEMENT ON THE ACCOMMODATION AND MAINTENANCE OF THE VESSEL**

### **13. Conclusion of the Agreement**

**13.1** The Agreement on the accommodation and maintenance of the Vessel is concluded when it is signed by the Service Provider and the User of the accommodation and maintenance services of the Vessel, or by their authorized representatives.

**13.2** The Agreement on the accommodation and maintenance of the Vessel shall also be deemed concluded by the exchange of a scanned copy of the signed Agreement via electronic mail.

**13.3** The Agreement on the accommodation and maintenance of the Vessel is not transferable to another person without the prior written consent of the Service Provider, which shall not be unreasonably withheld.

### **14. Accommodation of the Vessel**

**14.1** Upon conclusion of the Agreement on the accommodation and maintenance of the Vessel, the User of the accommodation and maintenance services shall indicate whether the Vessel is to be accommodated in a dry berth or a wet berth, in accordance with the spatial capacities of the Port.

**14.2** For the purpose of providing accommodation and maintenance services for the Vessel, the Service Provider has the discretionary right to designate the Berth, whether wet or dry, at which the Vessel will be accommodated, ensuring that at any given time only the Vessel specified in the Agreement on the accommodation and maintenance of the Vessel may occupy that Berth.

**14.3** By way of exception to paragraph 14.2 hereto, at the request of the User, the Service Provider may approve that, instead of the originally agreed Vessel, another Vessel be accommodated at the Berth, in which case the Contracting Parties shall conclude an Addendum to the Agreement on the accommodation and maintenance of the Vessel, which shall define a new fee for the accommodation of the Vessel, in accordance with the applicable Tariff Schedule and the characteristics of the Vessel.

**14.4** The User of the accommodation and maintenance services of the Vessel shall not have the right to assign the Berth for use by a third party for the purposes of another Vessel without the prior written consent of the Service Provider.

**14.5** The User of the accommodation and maintenance services of the Vessel, during the term of the Agreement on the accommodation and maintenance of the Vessel providing for the accommodation of the Vessel at a wet berth, may request from the Service Provider the relocation of the Vessel to a dry berth, on the basis of a request submitted in the form of a Notice.

**14.6** The User of the accommodation and maintenance services of the Vessel, during the term of the Agreement on the accommodation and maintenance of the Vessel providing for the accommodation of the Vessel at a dry

premještaj Plovnog objekta na mokri vez, na osnovu zahtjeva datog u formi Obavještenja.

**14.7** O zahtjevu Korisnika usluga smještaja i održavanja plovnog objekta za premještaj Plovnog objekta iz st. 14.5 i 14.6 ovog člana, Pružalac usluga diskreciono odlučuje u skladu sa prostornim kapacitetima Luke.

**14.8** Ukoliko Pružalac usluga odobri premještaj Plovnog objekta sa mokróg na suvi vez ili obratno, Ugovorne strane potpisuju novi Ugovor, odnosno Aneks ugovora o smještaju i održavanju plovnog objekta, koji će definisati novu Naknadu za smještaj Plovnog objekta, u skladu sa važećim Cjenovnikom i karakteristikama Plovnog objekta.

**14.9** Pružalac usluga može koristiti Vez u trenucima kada ga Korisnik usluga smještaja i održavanja plovnog objekta ne koristi.

**14.10** Pružalac usluga ima pravo da koristi mokri vez za koji je zaključen Ugovor o smještaju i održavanju plovnog objekta za vrijeme dok se Plovni objekat za koji je zaključen takav ugovor nalazi na suvom vezu, i obratno, u zavisnosti od slučaja i volje Ugovornih strana.

**14.11** Prilikom svakog odlaska Plovnog objekta iz Luke na period duži od tri dana, Korisnik usluga smještaja i održavanja plovnog objekta je dužan svoj odlazak i povratak najaviti Pružaocu usluga u skladu sa Pravilima o načinu održavanja reda u Luci, u protivnom Pružalac usluga nije obavezan garantovati dostupnost Veza na kom je Plovni objekat bio smješten.

**14.12** Na zahtjev, Pružaocu usluga će biti dostavljen set ključeva i sva relevantna pisana uputstva koja se odnose na Plovni objekat.

**14.13** Korisnik usluga smještaja i održavanja plovnog objekta prilikom zaključivanja Ugovora o smještaju i održavanju plovnog objekta prihvata Opšte uslove i saglasan je da takav ugovorni odnos u potpunosti isključuje primjenu odredbi Glave XXI i XXII Zakona o obligacionim odnosima ("Službeni list Crne Gore", br. 047/08 od 07.08.2008, 004/11 od 18.01.2011, 022/17 od 03.04.2017), koje se odnose na ugovor o ostavi i ugovor o uskladištenju.

## **15. Održavanje Plovnog objekta**

**15.1** Usluge koje Pružalac usluga pruža, a tiču se održavanja Plovnog objekta, odnose se ali ne ograničavaju na: periodično dopunjavanje baterije plovnog objekta, raškanje i pranje podvodnog dijela plovnog objekta, periodično provjetravanje Plovnog objekta, postavljanje absorbera vlage, ispiranje motora, generatora, klima uređaja i drugih sistema slatkom vodom i dr.

berth, may request from the Service Provider the relocation of the Vessel to a wet berth, on the basis of a request submitted in the form of a Notice.

**14.7** With respect to the request of the User of vessel accommodation and maintenance services for the relocation of the Vessel referred to in paragraphs 14.5 and 14.6 of this Article, the Service Provider shall decide at its sole discretion, in accordance with the spatial capacities of the Port.

**14.8** If the Service Provider approves the relocation of the Vessel from a wet berth to a dry berth or vice versa, the Contracting Parties shall execute a new Agreement or an Addendum to the Agreement on the accommodation and maintenance of the Vessel, which shall define a new Fee for the accommodation of the Vessel, in accordance with the applicable Tariff Schedule and the characteristics of the Vessel.

**14.9** The Service Provider may use the Berth during periods when it is not being used by the User of vessel accommodation and maintenance services.

**14.10** The Service Provider shall have the right to use the wet berth for which the Agreement on the accommodation and maintenance of the Vessel has been concluded during the period in which the Vessel covered by such Agreement is located on a dry berth, and vice versa, depending on the circumstances and the will of the Contracting Parties.

**14.11** Upon each departure of the Vessel from the Port for a period exceeding three (3) days, the User of vessel accommodation and maintenance services shall be obliged to notify the Service Provider of the departure and return in accordance with the Rules on Maintaining Order in the Port, otherwise, the Service Provider shall not be obliged to guarantee the availability of the Berth at which the Vessel was accommodated.

**14.12** Upon request, the Service Provider shall be provided with a set of keys and any relevant written instructions pertaining to the Vessel.

**14.13** By entering into the Agreement on the accommodation and maintenance of the Vessel, the User of vessel accommodation and maintenance services accepts General Terms and Conditions and expressly agrees that such contractual relationship entirely excludes the application of the provisions set forth in Chapters XXI and XXII of the Law on Obligations ("Official Gazette of Montenegro," No. 047/08 of 07.08.2008, 004/11 of 18.01.2011, 022/17 of 03.04.2017), which pertain to Agreements of deposit and Agreement on warehousing.

## **15. Maintenance of the Vessel**

**15.1** The services provided by the Service Provider in relation to the maintenance of the Vessel include, but are not limited to: periodic charging of the vessel's battery, scraping and washing of the vessel's underwater hull, periodic ventilation of the Vessel, placement of moisture absorbers, flushing of the engine, generator, air-conditioning units and other systems with fresh water, and related tasks.

- 15.2** Ugovorne strane će Ugovorom o smještaju i održavanju plovnog objekta precizirati koje usluge održavanja Plovnog objekta su predmet tog ugovora.
- 16. Trajanje Ugovora o smještaju i održavanju plovnog objekta**
- 16.1** Trajanje smještaja i održavanja Plovnog objekta određeno je Ugovorom o smještaju i održavanju plovnog objekta.
- 16.2** Ugovor o smještaju i održavanju plovnog objekta prestaje istekom vremena na koji je zaključen, a u slučaju sporazumnog ili jednostranog raskida, u skladu sa odredbama Opštih uslova.
- 16.3** Ukoliko Korisnik usluga smještaja i održavanja plovnog objekta namjerava da produži trajanje Ugovora o smještaju i održavanju plovnog objekta, dužan je da se obrati zahtjevom Pružaocu usluga najmanje 30 (trideset) dana prije isteka važećeg Ugovora o smještaju i održavanju plovnog objekta.
- 16.4** Pružalac usluga ima diskreciono pravo da odluči o zahtjevu Korisnika usluga za produženje Ugovora o smještaju i održavanju plovnog objekta.
- 16.5** Trajanje Ugovora o smještaju i održavanju plovnog objekta se može produžiti isključivo zaključivanjem Aneksa Ugovora o smještaju i održavanju plovnog objekta.
- 16.6** Korisnik usluga smještaja i održavanja plovnog objekta je dužan da odmah po prestanku Ugovora o smještaju i održavanju plovnog objekta izmjesti Plovni objekat iz Luke.
- 16.7** Za svaki dan nakon prestanka Ugovora o smještaju i održavanju plovnog objekta tokom kojeg Korisnik usluga smještaja i održavanja plovnog objekta koristi Vez ili bilo koji drugi dio Luke naplaćuje se Naknada za dnevni vez, bilo suvi, bilo mokri, u skladu sa važećim Cjenovnikom.
- 16.8** Ukoliko se nakon prestanka Ugovora o smještaju i održavanju plovnog objekta Plovni objekat i dalje nalazi na mokrom vezu, Pružalac usluga ima pravo da o trošku i riziku Korisnika usluga smještaja i održavanja plovnog objekta izmjestiti Plovni objekat na suvi vez.
- 17. Obaveze i odgovornost Pružaoca usluga**
- 17.1** Pružalac usluga je dužan da sa pažnjom dobrog privrednika i u skladu s pravilima struke održava uredno i u dobrom stanju Luku, svu njenu infrastrukturu, suprastrukturu, postrojenja i drugu lučku opremu.
- 17.2** Pružalac usluga je dužan da ustupi Korisniku usluga smještaja i održavanja plovnog objekta vez za smještaj Plovnog objekta, kojeg Pružalac usluga odredi, odnosno da mu ustupi dio svog akvatorijuma, objekata i
- 15.2** The Contracting Parties shall specify in the Agreement on the accommodation and maintenance of the Vessel which Vessel maintenance services are the subject matter of that Agreement.
- 16. Term of the Agreement on the accommodation and maintenance of the vessel**
- 16.1** The duration of accommodation and maintenance of the Vessel is determined by the Agreement on the accommodation and maintenance of the vessel.
- 16.2** Agreement on the accommodation and maintenance of the vessel terminates upon the expiration of the period for which it was concluded, and in case of mutual agreement or unilateral termination, in accordance with the provisions of General Terms and Conditions.
- 16.3** If the User of vessel accommodation and maintenance services intends to extend the duration of the Agreement on the accommodation and maintenance of the vessel, they are required to submit a request to the Service Provider at least 30 (thirty days) prior to the expiration of the current Agreement on the accommodation and maintenance of the vessel.
- 16.4** The Service Provider reserves the discretionary right to decide on the User of vessel accommodation and maintenance services' request for the extension of the Agreement on the accommodation and maintenance of the vessel.
- 16.5** The duration of the Agreement on the accommodation and maintenance of the vessel may be extended solely through the execution of an Addendum to the Agreement on the accommodation and maintenance of the vessel.
- 16.6** Immediately upon the termination of the Agreement on the accommodation and maintenance of the vessel, the User of vessel accommodation and maintenance services is obliged to relocate the Vessel from the Port.
- 16.7** For each day following the expiration of the Agreement on the accommodation and maintenance of the vessel during which the User of vessel accommodation and maintenance services continues to use the Berth or any other part of the Port, a Fee applicable to daily berth, whether dry or wet, shall be charged, in accordance with the valid Tariff Schedule.
- 16.8** If the Vessel stays at the wet Berth after the termination of the Agreement on the accommodation and maintenance of the vessel, the Service Provider has a right, at risk and expense of the User of vessel accommodation and maintenance services, to relocate the Vessel to the dry Berth.
- 17. Obligations and Liability of the Service Provider**
- 17.1** The Service Provider must maintain the Port, its infrastructure, superstructure, facilities, and other port equipment in an orderly and proper condition, exercising the diligence of a prudent businessman and adhering to professional standards.
- 17.2** The Service Provider is obligated to provide the User of vessel accommodation and maintenance services with a berth for the accommodation of the Vessel, as designated by the Service Provider, that is, the Service Provider shall grant the User of vessel accommodation and

infrastrukture te odgovarajuće lučke opreme na upotrebu za smještaj i održavanje Plovnog objekta.

- 17.3** Pružalac usluga je dužan da sa pažnjom dobrog privrednika brine o tome da bitve za mokri vez koje ustupa na korišćenje, odnosno oprema za postavljanje brodova za suvi vez, budu ispravni i sigurni u tehničkom i nautičkom smislu, te odgovarajući za Plovni objekat, s obzirom na vrstu, dimenzije i druge tehničke osobine Plovnog objekta, i kao takvi održavani tokom trajanja Ugovora o smještaju i održavanju plovnog objekta.
- 17.4** Za vrijeme trajanja Ugovora o smještaju i održavanju plovnog objekta, Pružalac usluga je dužan da vrši nadzor nad Plovnim objektom, kao i da čuva ključeve Plovnog objekta, ukoliko su predati Pružaocu usluga, za potrebe Korisnika usluga smještaja i održavanja veza, odnosno da povremeno uobičajenim vanjskim pregledom provjerava stanje Plovnog objekta, njegove opreme i konopa za privez.
- 17.5** Radi izbjegavanja svake sumnje, Ugovorom o smještaju i održavanju plovnog objekta, Pružalac usluga preuzima isključivo obavezu nadzora nad Plovnim objektom dok se nalazi na vezi u isti nije dužan da čuva Plovni objekat, osim ukoliko je takva obaveza eksplicitno ugovorena.
- 17.6** Bez obzira na odredbu stava 17.5 ovog člana, Pružalac usluga zadržava apsolutno pravo da, bez prethodne saglasnosti Korisnika usluga smještaja i održavanja plovnog objekta, premjesti Plovni objekat na alternativni vez, odnosno da isti veže, priveže, premjesti, podigne na kopno ili pristupi Plovnom objektu, radi sigurnosti i bezbjednosti Luke, Plovnog objekta ili drugih plovnih objekata, zaštite života, zdravlja ljudi, imovine i životne sredine, ili drugih opravdanih okolnosti, o čemu je dužan obavijestiti Korisnika usluga u najkraćem roku.
- 17.7** Korisnik usluga smještaja i održavanja plovnog objekta na mokrom vezu je obavezan, na zahtjev, nadoknaditi sve razumne i opravdane troškove nastale u vezi s radnjama iz stava 17.6 ovog člana.
- 17.8** Smatra se da je Plovni objekat pod nadzorom Pružaoca usluga kada je Plovni objekat privezan na mokri vez, odnosno kada je smješten na suvom vezu.
- 17.9** Kada se Korisnik usluga smještaja i održavanja veza, odnosno lice koje on ovlasti, nalazi na Plovnom objektu ili preuzme ključeve Plovnog objekta, ukoliko su oni prethodno predati Pružaocu usluga, smatraće se da je Korisnik usluga smještaja i održavanja plovnog objekta preuzeo puni nadzor nad Plovnim objektom, a Pružalac usluga se od tog momenta oslobađa svake odgovornosti, bez obzira da li se Plovni objekat nalazi u Luci.
- 17.10** U slučaju da Pružalac usluga vršenjem uobičajenog vanjskog pregleda Plovnog objekta primijeti bilo kakve promjene na istom, njegovoj opremi ili konopima za privez, ili da su oni u lošem stanju, dužan je da o tome bez maintenance services the use of a portion of its aquatic area, facilities, infrastructure, and appropriate port equipment for the placement of the Vessel.
- 17.3** The Service Provider is obliged to exercise the diligence of a prudent businessman in ensuring that the bollards for the wet berths made available for use, as well as the equipment for placing vessels on dry berths, are technically and nautically sound, safe, and suitable for the Vessel, taking into account the type, dimensions, and other technical characteristics of the Vessel, and that such bollards and equipment are maintained as such throughout the duration of the Agreement on the accommodation and maintenance of the vessel.
- 17.4** During the Agreement on the accommodation and maintenance of the vessel, the Service Provider is obligated to monitor the Vessel, as well as safeguard her keys if they have been entrusted to the Service Provider for the User of vessel accommodation and maintenance services' needs, namely to periodically conduct routine external inspections to assess the condition of the Vessel, her equipment, and her mooring lines.
- 17.5** For the avoidance of doubt, by entering into the Agreement on the accommodation and maintenance of the vessel, the Service Provider undertakes solely the obligation to monitor the Vessel while moored at the Berth and, in this regard, shall not be responsible for her safekeeping unless the custody of the Vessel has been expressly agreed.
- 17.6** Notwithstanding provision 17.5 hereof, the Service Provider shall have the absolute right to, without the prior consent of the User of the accommodation and maintenance services, relocate the Vessel to an alternative berth, or to moor, fasten, relocate, haul onto land, or access the Vessel, for the reasons of safety and security of the Port, the Vessel, or other vessels, for the protection of human life, health, property, and the environment, or under other justified circumstances, of which the Service Provider is obliged to notify the User at the earliest possible time.
- 17.7** The User of vessel accommodation and maintenance services shall, upon demand, bear all reasonable and justified costs incurred in relation to the actions described under paragraph 17.6 hereof.
- 17.8** The Vessel is considered to be under the supervision of the Service Provider when it is moored at a wet berth or positioned in a dry berth.
- 17.9** Once the User of vessel accommodation and maintenance services or the person he authorized boards the Vessel or takes possession of her keys, if they were previously entrusted to the Service Provider, the User of vessel accommodation and maintenance services shall be deemed to have assumed full supervision of the Vessel and as of that moment, the Service Provider is released from all liabilities, regardless of whether the Vessel remains in the Port.
- 17.10** If, during a routine external inspection, the Service Provider identifies any changes to the Vessel, her equipment, or mooring lines, or finds them to be in poor condition, the Service Provider is obligated to notify and

odlaganja obavijesti i upozori Korisnika usluga smještaja i održavanja plovnog objekta u formi Obavještenja.

**17.11** Pružalac usluga je ovlašten da samoinicijativno, za račun Korisnika usluga smještaja i održavanja plovnog objekta, nadomjesti konope za privez i bokobrane na Plovnom objektu, ukoliko isti nisu odgovarajućeg kvaliteta ili su u lošem stanju, ili nedostaju, pod uslovom da se Korisnik usluga smještaja i održavanja plovnog objekta sam ne pobrine za navedeno ni nakon što ga je Pružalac usluga na to upozorio u formi Obavještenja.

**17.12** Ukoliko je tokom trajanja Ugovora o smještaju i održavanju plovnog objekta potrebno izvršiti premještanje Plovnog objekta morskim putem ili ga transportovati kopnenim putem unutar Luke, Pružalac usluga je dužan da naprijed navedene radnje izvrši sa pažnjom dobrog privrednika, u skladu sa pravilima struke, na način koji ne ugrožava Plovni objekat, opremu koja se na njemu nalazi ili ostalu imovinu koja se nalazi na prostoru Luke.

**17.13** Pružalac usluga je dužan da poslove održavanja Plovnog objekta obavlja s dužnom pažnjom i u skladu sa pravilima struke i relevantnim propisima, te garantuje da on, odnosno njegovi zaposleni i angažovana lica posjeduju odgovarajuću stručnost, kvalifikacije i potrebne sertifikate, u zavisnosti od slučaja, za potrebe izvođenja ugovorenih radova održavanja.

**17.14** Odgovornost Pružaoca usluga u potpunosti je isključena u sljedećim slučajevima:

- štete na opremi ili nestanak opreme Plovnog objekta, ako ona nije bila zaključana u zatvorenom prostoru Plovnog objekta;
- štete na opremi Plovnog objekta;
- štete usljed gubitka ili oštećenja umjetničkih djela i predmeta od plemenitih metala, novca, hartija od vrijednosti i sl;
- štete usljed gubitka ili oštećenja ličnih stvari na Plovnom objektu;
- štete ili nestanka dvogleda, fotoaparata, radio aparata, TV prijemnika i drugih tehničkih aparata na Plovnom objektu;
- gubitak bokobrana, sidara, konopa, i druge opreme koja se može demontirati sa Plovnog objekta bez obijanja;
- štete koja je posljedica uobičajenog trošenja,
- štete nastale za vrijeme dok Plovni objekat nije bio pod nadzorom Pružaoca usluga;
- štete koja je nastala usljed Više sile;
- štete koju uzrokuje Korisnik usluga smještaja i održavanja plovnog objekta, Pratlja ili drugo lice koje Korisnik usluga smještaja i održavanja ovlasti da boravi na Plovnom objektu;
- štete zbog neodržavanja, zapuštenosti ili dotrajlosti Plovnog objekta ili opreme;
- štete nastale kao posljedica skrivene mane ili tehničke neispravnosti Plovnog objekta ili opreme;
- štete nastale kao posljedica neodgovarajućih konopa za privez koji pripadaju Plovnom objektu;
- štete nastale usljed zamrzavanja;
- štete od glodara,

warn the User of vessel accommodation and maintenance services without delay, in a form of Notice.

**17.11** The Service Provider is authorized to independently replace the mooring lines and fenders on the Vessel at the User of vessel accommodation and maintenance services' expense if they are of inadequate quality, in poor condition, or missing, provided that User of vessel accommodation and maintenance services has failed to address the issue despite being notified by the Service Provider, in a form of Notice.

**17.12** If, during the term of the Agreement on the accommodation and maintenance of the vessel, it becomes necessary to relocate the Vessel by sea or transport it by land within the Port, the Service Provider is obligated to carry out these actions with the diligence of a prudent businessman, in accordance with professional standards, and in a manner that does not jeopardize the Vessel, the equipment on board, or any other property located within the Port area.

**17.13** The Service Provider shall perform the Vessel maintenance services with due care and in accordance with professional rules and applicable regulations, and hereby warrants that it, as well as its employees and engaged personnel, possess the appropriate expertise, qualifications, and, as applicable, the required certificates for the performance of the agreed maintenance works.

**17.14** The Service Provider's Liability is fully excluded in the following cases:

- Damage to or loss of the Vessel's equipment if it was not locked within a secured area of the Vessel;
- Damage to the Vessel's equipment;
- Loss or damage to artworks, items made of precious metals, cash, securities, and similar valuables;
- Loss or damage to personal belongings on the Vessel;
- Loss or disappearance of binoculars, cameras, radios, televisions, and other technical devices on the Vessel;
- Loss of fenders, anchors, mooring lines, and other equipment that can be removed from the Vessel without forced entry;
- Damage resulting from normal wear and tear;
- Damage occurred while the Vessel was not under the Service Provider's supervision;
- Damage caused by Force Majeure;
- Damage caused by the User of the accommodation and maintenance services, Entourage, or any other person authorized by the User of the accommodation and maintenance services to stay on the Vessel;
- Damage due to poor maintenance, neglect, or deterioration of the Vessel or her equipment;
- Damage resulting from hidden defects or technical malfunctions of the Vessel or her equipment;
- Damage resulting from inadequate mooring lines belonging to the Vessel;
- Damage caused by freezing;
- Damage caused by rodents;
- Damage resulting from failure to comply with the Rules on Maintaining Order in the Port.;
- Damage due to fire or explosion occurring on the Vessel itself or other vessels in the Port;

- štete nastale usljed nepridržavanja Pravila o načinu održavanja reda u Luci;
  - štete usljed požara ili eksplozije izazvanih na samom Plovnom objektu ili drugim plovnim objektima u Luci;
  - štete nastale zbog neispravne električne ili vodovodne instalacije na Plovnom objektu ili između Plovnog objekta i priključka na gatu;
  - štete nastale kao posljedica sudara sa drugim plovnim objektom;
  - štete koje su prilikom servisa plovnih objekata u Luci uzrokovali serviseri i druga lica, bez obzira da li su takve usluge pružali uz saglasnost Pružaoca usluga;
  - štete uzrokovane namjernim štetnim radnjama trećih lica;
  - štete na vozilima Korisnika usluga koje se nalaze u Luci.
- Damage caused by faulty electrical or plumbing installations on the Vessel or between the Vessel and the dock connection;
  - Damage resulting from a collision with another vessel;
  - damages caused during the servicing of vessels in Port by service providers and other individuals, regardless of whether such services were rendered with the consent of the Service Provider;
  - Damage caused by intentional harmful actions of third parties;
  - Damages to the vehicles of the Service Users located in the Port.

**17.15** Za vrijeme trajanja Ugovora o smještaju i održavanju plovnog objekta, Pružalac usluga odgovara za oštećenje Plovnog objekta samo ako su kumulativno ispunjeni sljedeći uslovi:

- Da Korisnik usluga smještaja i održavanja plovnog objekta dokaže da je do oštećenja došlo za vrijeme dok je Plovni objekat bio pod nadzorom Pružaoca usluga;
- Da Korisnik usluga smještaja i održavanja plovnog objekta dokaže uzročnu vezu između štete i propusta u vršenju nadzora od strane Pružaoca usluga, odnosno između štete i pružanja usluga održavanja Plovnog objekta i
- Da Korisnik usluga smještaja i održavanja plovnog objekta dokaže da je propust u vršenju nadzora odnosno pružanju usluga održavanja posljedica namjere ili krajnje nepažnje Pružaoca usluga.

**17.16** U smislu primjene stava 17.15 ovog člana, Pružalac usluga ni u kom slučaju ne odgovara za izmaklu dobit koju bi Korisnik usluga smještaja i održavanja plovnog objekta pri redovnom toku stvari ili prema posebnim okolnostima ostvario da nije bilo štetnog događaja za vrijeme boravka Plovnog objekta u Luci.

**17.17** Pružalac usluga ni u kom slučaju ne odgovara za Plovne objekte za koje nije sklopljen Ugovor o smještaju i održavanju plovnog objekta, odnosno ovakvi Plovni objekti ostaju na rizik i odgovornost Korisnika usluga.

## **18. Obaveze i odgovornost Korisnika usluga smještaja i održavanja Plovnog objekta**

**18.1** Korisnik usluga smještaja i održavanja plovnog objekta dužan je da plati Naknadu i cijenu komunalnih usluga na način i u vrijeme kako je ugovoreno, odnosno naznačeno u odgovarajućoj fakturi.

**18.2** Naknada i cijena komunalnih usluga se obračunava u skladu sa Cjenovnikom važećim na dan obračuna, odnosno na dan izdavanja odgovarajuće fakture.

**18.3** Naknade za vodu, struju i/ili druge komunalne usluge plaćaju se u skladu sa Ugovorom o smještaju i održavanju plovnog objekta i dospijevaju za plaćanje prema uslovima navedenim u fakturi.

**17.15** During the term of the Agreement on the accommodation and maintenance of the vessel, the Service Provider shall be liable for damage to the Vessel only if the following conditions are cumulatively met:

- that the User of vessel accommodation and maintenance services proves that the damage occurred while the Vessel was under the supervision of the Service Provider;
- that the User of vessel accommodation and maintenance services proves a causal link between the damage and a failure in the performance of supervision by the Service Provider, or between the damage and the provision of Vessel maintenance services; and
- that the User of vessel accommodation and maintenance services proves that the failure in supervision or in the provision of maintenance services resulted from intent or gross negligence on the part of the Service Provider.

**17.16** For the purposes of the application of paragraph 17.15 hereof, the Service Provider shall in no event be liable for loss of profit which the User of vessel accommodation and maintenance services would, in the ordinary course of events or under special circumstances, have realized had the damaging event not occurred during the Vessel's stay in the Port.

**17.17** The Service Provider shall in no event be liable for Vessels for which no Agreement on the accommodation and maintenance of the vessel has been concluded, and such Vessels shall remain at the sole risk and responsibility of the Service User.

## **18. Obligations and Liability of the User of vessel accommodation and maintenance services**

**18.1** The User of vessel accommodation and maintenance services is obligated to pay the Fee in a manner and within the timeframe specified in the agreement or indicated in the relevant invoice.

**18.2** The Fee and Utilities charges shall be calculated in accordance with the Tariff Schedule in force on the date of calculation, i.e. on the date of issuance of the relevant invoice.

**18.3** Charges for water, electricity and/or other Utilities shall be paid in accordance with the Agreement on the accommodation and maintenance of the vessel and shall

- 18.4** Sve komunalne usluge se pružaju isključivo za potrebe Plovnog objekta i ne smiju se ustupati na korišćenje ili dijeliti sa bilo kojim drugim Korisnikom usluga.
- 18.5** Pružalac usluga ne odgovara za kvalitet, kvantitet i redovnost komunalnih usluga.
- 18.6** Svako kašnjenje u izmirenju obaveza u vezi sa Naknadom i komunalnim uslugama od strane Korisnika usluga smještaja i održavanja plovnog objekta, predstavljaće osnov za naplatu zakonske zatezne kamate.
- 18.7** Kada se Aneksom Ugovora o smještaju i održavanju plovnog objekta promijeni Plovni objekat, ukoliko je važećim Cjenovnikom predviđena veća Naknada za takav Plovni objekat, Korisnik usluga smještaja i održavanja plovnog objekta je dužan da plati tu Naknadu. Ukoliko je Cjenovnikom za takav Plovni objekat predviđena niža Naknada, Korisnik usluga smještaja i održavanja plovnog objekta će i dalje plaćati prvobitno ugovorenu Naknadu, bez obzira na promjenu Plovnog objekta.
- 18.8** Korisnik usluga smještaja i održavanja plovnog objekta je dužan da u pisanoj formi ili samim Ugovorom odredi lice ili lica ovlašćena da u njegovo ime daju naloge u vezi sa održavanjem plovnog objekta Pružaocu usluga, vrše koordinaciju radova na održavanju i obavljaju komunikaciju sa Pružaocem usluga u vezi sa Plovnim objektom i Ugovorom.
- 18.9** Korisnik usluga smještaja i održavanja plovnog objekta je dužan da brine o održavanju Plovnog objekta na način koji omogućava da Plovni objekat bude u dobrom, urednom stanju, a ukoliko je Plovni objekat na mokrom vezu, Korisnik usluga dužan je i da Plovni objekat održava u ispravnom stanju i sposobnim za plovidbu.
- 18.10** Korisnik usluga smještaja i održavanja plovnog objekta koji je smješten na mokri vez je dužan da opremi Plovni objekat kvalitetnim i odgovarajućim konopima za privez i bokobranima i da ih održava na odgovarajući način tokom trajanja Ugovora o smještaju i održavanju plovnog objekta.
- 18.11** Korisnik usluga smještaja i održavanja plovnog objekta je dužan da opremi Plovni objekat protivpožarnim sredstvima koja će efikasno djelovati na Plovnom objektu.
- 18.12** Korisnik usluga smještaja i održavanja plovnog objekta je dužan da svu pokretnu opremu i stvari Plovnog objekta drži u zatvorenom i zaključanom prostoru Plovnog objekta.
- 18.13** Korisnik usluga smještaja i održavanja plovnog objekta zaključenjem Ugovora o smještaju i održavanju plovnog objekta potvrđuje da je provjerio i pregledao Vez i da je isti prihvatljiv i odgovarajući za Plovni objekat.
- 18.14** U slučaju da Korisnik usluga smještaja i održavanja plovnog objekta ili lice koje on ovlasti žele da izvode bilo kakve radove na Plovnom objektu, dužni su da, u formi Obavještenja, to prethodno najave osoblju Luke, kao i da become due for payment under the terms specified in the invoice.
- 18.4** All Utilities shall be provided exclusively for the needs of the Vessel and may not be assigned for use or shared with any other Service User.
- 18.5** The Service Provider shall not be liable for the quality, quantity or continuity of Utilities.
- 18.6** Any delay by the User of vessel accommodation and maintenance services in settling obligations relating to the Fee and Utilities shall constitute grounds for the charging of statutory default interest.
- 18.7** Where, by an Addendum to the Agreement on the accommodation and maintenance of the vessel, the Vessel is changed and the applicable Tariff Schedule provides for a higher Fee for such Vessel, the User of vessel accommodation and maintenance services shall pay such Fee. Where the Tariff Schedule provides for a lower Fee for such Vessel, the of vessel accommodation and maintenance services shall continue to pay the originally agreed Fee, regardless of the change of the Vessel.
- 18.8** The User of vessel accommodation and maintenance services shall, in written form or in the Agreement itself, designate the person or persons authorized to issue instructions to the Service Provider on its behalf in connection with the maintenance of the Vessel, to coordinate maintenance works, and to conduct communication with the Service Provider regarding the Vessel and the Agreement.
- 18.9** The User of vessel accommodation and maintenance services shall ensure that the Vessel is maintained in a manner enabling her to be kept in good and orderly condition, and, if the Vessel is located at a wet berth, the User of vessel accommodation and maintenance services shall also ensure that the Vessel is maintained in a proper condition and seaworthy.
- 18.10** The User of vessel accommodation and maintenance services whose Vessel is accommodated at a wet berth shall equip the Vessel with high-quality and appropriate mooring lines and fenders and shall maintain them in an appropriate condition throughout the duration of the Agreement on the accommodation and maintenance of the vessel.
- 18.11** The User of vessel accommodation and maintenance services shall equip the Vessel with fire-fighting equipment capable of effective operation on board the Vessel.
- 18.12** The User of vessel accommodation and maintenance services shall keep all movable equipment and belongings of the Vessel in a closed and locked area within the Vessel.
- 18.13** By entering into the Agreement on the accommodation and maintenance of the vessel, the User of vessel accommodation and maintenance services confirms that they have inspected and reviewed the berth and agree that it is suitable and appropriate for the Vessel.
- 18.14** In the event that the User of vessel accommodation and maintenance services or a person authorized by him intends to perform any works on the Vessel, they shall be obliged to notify the Port staff thereof in advance, in the

dostave podatke o licima koja treba da izvedu radove, njihovoj stručnoj spremi i profesionalnim kvalifikacijama i polisu osiguranja od odgovornosti za ta lica, ukoliko ista postoji.

- 18.15** Korisnik usluga smještaja i održavanja plovnog objekta ili lica koje on ovlasti ne smije da započne bilo kakve radove na Plovnom objektu bez prethodnog pisanog odobrenja Pružaoca usluga.
- 18.16** Pružalac usluga može uskratiti odobrenje iz stava 18.15 ovog člana zbog nepostojanja polise osiguranja od odgovornosti za lica koja treba da izvedu radove na Plovnom objektu, odnosno već datu saglasnost povući ukoliko se pomenuta lica ne pridržavaju mjera zaštite i zdravlja na radu i Pravila o načinu održavanja reda u luci.
- 18.17** Pružalac usluga ne snosi bilo kakvu odgovornost, niti je dužan nadoknaditi bilo kakvu materijalnu ili nematerijalnu štetu nastalu usljed radova koje na Plovnom objektu izvodi Korisnik usluga smještaja i održavanja plovnog objekta ili treće lica po njegovom nalogu, bilo da je šteta nastala na Plovnom objektu, ili je pričinjena bilo kom trećem licu.
- 18.18** Korisnik usluga smještaja i održavanja plovnog objekta odgovoran je za bilo koju štetu koja nastane na Plovnom objektu tokom manipulacije dizalicom ukoliko je takva šteta nastala zbog lošeg stanja Plovnog objekta, zbog uređaja koji nisu bili demontirani prije manipulacije ili zbog ugrađenih dijelova na trupu Plovnog objekta koji bi bili oštećeni dizanjem.
- 19. Raskid Ugovora o smještaju i održavanju plovnog objekta**
- 19.1** Ugovorne strane mogu u bilo kojem trenutku trajanja Ugovora o smještaju i održavanju plovnog objekta isti raskinuti sporazumno.
- 19.2** Svaka ugovorna strana ima pravo na jednostrani raskid Ugovora o smještaju i održavanju plovnog objekta u bilo kojem trenutku, u formi Obavještenja, uz obavezu poštovanja otkaznog roka koji ne može biti kraći od 30 (trideset) dana od dana prijema Obavještenja o namjeri raskida Ugovora.
- 19.3** Ugovorna strana koja raskida Ugovor o smještaju i održavanju plovnog objekta dužna je da ispuni sve ugovorne obaveze do dana njegovog raskida, uključujući izmirenje svih dospjelih finansijskih obaveza.
- 19.4** U slučaju raskida Ugovora o smještaju i održavanju plovnog objekta, bez obzira na to ko ga inicira, Korisnik usluga smještaja i održavanja plovnog objekta nema pravo na povrat ranije izvršenih uplata, osim ako drugačije nije ugovoreno.
- 19.5** Pružalac usluga ima pravo na jednostrani raskid Ugovora o smještaju i održavanju plovnog objekta bez otkaznog roka u sljedećim slučajevima:
- ako Korisnik usluga smještaja i održavanja plovnog objekta počini bitne povrede Ugovora o smještaju i održavanju plovnog objekta i Opštih uslova;

form of a Notice, and to provide information on the persons who are to perform the works, their professional education and professional qualifications, as well as a professional liability insurance policy for such persons, if such policy exists.

- 18.15** The User of vessel accommodation and maintenance services or a person authorized by him may not commence any work on the Vessel without the prior written approval of the Service Provider.
- 18.16** The Service Provider may withhold the approval referred to in paragraph 18.15 hereof due to the absence of a professional liability insurance policy for the persons who are to perform works on the Vessel, or may withdraw an approval already granted if such persons fail to comply with occupational health and safety measures and the Rules on Maintaining Order in the Port.
- 18.17** The Service Provider shall bear no responsibility, nor shall it be obliged to compensate any material or non-material damage arising from works performed on the Vessel by the User of vessel accommodation and maintenance services or a third party at his instruction, whether such damage occurred to the Vessel or was caused to any third party.
- 18.18** The User of vessel accommodation and maintenance services shall be liable for any damage incurred to the Vessel during crane handling if such damage occurred due to the poor condition of the Vessel, due to equipment that had not been dismantled prior to handling, or due to parts installed on the hull of the Vessel that could be damaged during lifting.
- 19. Termination of the Agreement on the accommodation and maintenance of the vessel**
- 19.1** The Contracting Parties may terminate the Agreement on the accommodation and maintenance of the vessel by mutual consent at any time during its duration.
- 19.2** Each Contracting Party shall have the right to unilaterally terminate the Agreement on the accommodation and maintenance of the vessel at any time, by way of a Notice, subject to the obligation to observe a notice period which may not be shorter than 30 (thirty) days from the date of receipt of the Notice of intention to terminate the Agreement.
- 19.3** The Contracting Party terminating the Agreement on the accommodation and maintenance of the vessel is obliged to fulfill all contractual obligations up to the date of termination, including the settlement of all outstanding financial liabilities.
- 19.4** In the event of termination of the Agreement on the accommodation and maintenance of the vessel, regardless of which party initiates it, the User of vessel accommodation and maintenance services shall not be entitled to a refund of previously made payments, unless otherwise agreed.
- 19.5** Service provider is entitled to unilaterally terminate the Agreement on the accommodation and maintenance of the vessel without a notice period in the following cases:
- If the User of vessel accommodation and maintenance services commits material breaches of the Agreement on the accommodation and

- ako Korisnik usluga smještaja i održavanja plovnog objekta počinu bitne povrede odredbi Pravila o načinu održavanja reda u Luci.

**19.6** Bitne povrede iz stava 19.5 ovog člana, odnose se, naročito, na:

- nepostupanje Korisnika usluga smještaja i održavanja plovnog objekta, odnosno lica koje isti ovlasti ili Pratlje, u skladu sa odredbama Ugovora o smještaju i održavanju plovnog objekta, Opštih uslova ili važećih propisa, ni nakon pisanog obavještenja Pružaoca usluga;
- nepoštovanje rokova za plaćanje ugovorene Naknade i komunalnih usluga ni nakon isteka roka iz člana 21 Opštih uslova.
- nepridržavanje Pravila o načinu održavanja reda u Luci od strane Korisnika usluga smještaja i održavanja, lica koje isti ovlasti ili Pratlje, ni nakon pisanog obavještenja Pružaoca usluga;
- ugrožavanje sigurnosti i bezbjednosti drugih Korisnika usluga ili osoblja Luke;
- neovlašćeno ustupanje Veza trećem licu, odnosno davanje veza na korišćenje bez prethodne pisane saglasnosti Pružaoca usluga;
- namjerno ili grubo nemarno postupanje koje uzrokuje ili može uzrokovati štetu; uključujući, ali se ne ograničavajući na oštećenje i uništenje infrastrukture, plovnih objekata ili opreme u Luci;
- nezakonite ili neprihvatljive aktivnosti, odnosno aktivnosti koje su protivne opštim propisima ili aktima Pružaoca usluga, uključujući ekološke prekršaje i opasno ponašanje.

**19.7** Korisnik usluga smještaja i održavanja plovnog objekta ima pravo na jednostrani raskid Ugovora o smještaju i održavanju plovnog objekta bez otkaznog roka ukoliko Pružalac usluga počinu bitne povrede Ugovora o smještaju i održavanju plovnog objekta i Opštih uslova.

**19.8** Pod bitnim povredama iz stava 19.7, smatraju se:

- Neispunjenje osnovnih ugovornih obaveza, odnosno ako Pružalac usluga ne obezbijedi ugovorene usluge, kao što su smještaj i održavanje Plovnog objekta i komunalne usluge, u skladu sa Opštim uslovima;
- Nemar ili nesavjesno postupanje, odnosno grubo nemarno ili nesavjesno postupanje Pružaoca usluga, njegovog osoblja ili angažovanih lica koje uzrokuje štetu na Plovnom objektu Korisnika usluga smještaja i održavanja plovnog objekta ili ugrožava sigurnost i bezbjednost;
- povreda prava na mirno uživanje smještaja na dodijeljenom Vezu, odnosno ako Pružalac usluga neopravdano ometa ili ograničava Korisnika usluga smještaja i održavanja plovnog objekta u korišćenju Veza;

maintenance of the vessel and General Terms and Conditions.

- - If the User of vessel accommodation and maintenance services commits material breaches of the provisions of the Rules on Maintaining Order in the Port.

**19.6** Material Breaches under Paragraph 19.5 hereof, shall include, in particular:

- Failure of the User of vessel accommodation and maintenance services or Entourage to comply with the provisions of the Agreement on the accommodation and maintenance of the vessel, or applicable regulations, even after receiving written notice from the Service Provider.
- Non-compliance with payment deadlines for the Fee and communal services, even after the expiration of the deadline specified in Article 21 of these General Terms and Conditions.
- Failure to adhere to the Rules on Maintaining Order in the Port by the User of vessel accommodation and maintenance services, persons authorized by him or Entourage despite receiving written notice from the Service Provider.
- Endangerment of the safety and security of other Service Users or Port personnel.
- Unauthorized transfer of the Berth to a third party, or allowing its use without prior written consent from the Service Provider.
- Intentional or grossly negligent actions that cause or have the potential to cause damage, including but not limited to the damage and destruction of infrastructure, vessels, or equipment within Port.
- Illegal or unacceptable activities, including actions that are contrary to the law or the Service Provider's policies, such as environmental violations or dangerous behavior.

**19.7** The User of vessel accommodation and maintenance shall have the right to unilaterally terminate the Agreement on the accommodation and maintenance of the vessel, without a notice period, in case that the Service Provider commits material breaches of the Agreement on the vessel accommodation and maintenance and General Terms and Conditions.

**19.8** Material Breaches under Paragraph 19.7 hereof, shall include:

- Failure to fulfill fundamental contractual obligations, meaning the Service Provider does not provide the agreed services, such as accommodation and maintenance of the vessel and communal services, in accordance with General Terms and Conditions.
- Negligence or reckless conduct, meaning grossly negligent or irresponsible actions by the Service Provider, its personnel, or engaged third parties that result in damage to the User of vessel accommodation and maintenance services' Vessel or jeopardize safety and security.
- Violation of the right to peaceful usage of accommodation on the allocated Berth, meaning unjustified obstruction or restriction of the User of vessel accommodation and maintenance services in their use of the berth by the Service Provider.

- bitni nedostaci u uslugama održavanja Plovnog objekta usljed kojih prijete ili je nastala šteta na Plovnom objektu;
- nepostupanje prema ugovorenim rokovima, odnosno ako Pružalac usluga ne izvrši svoje obaveze u rokovima predviđenim Ugovorom o smještaju i održavanju plovnog objekta i Opštim uslovima;
- diskriminatorno ili neetičko postupanje, odnosno ako Pružalac usluga postupa na način koji diskriminiše Korisnika usluga smještaja i održavanja plovnog objekta ili je u suprotnosti s dobrim poslovnim običajima;
- kršenje privatnosti i sigurnosti, odnosno ako Pružalac usluga ne štiti u skladu sa zakonom informacije o Korisniku usluga smještaja i održavanja plovnog objekta.
- material deficiencies in the Vessel maintenance services as a result of which damage to the Vessel is threatened or has occurred;
- Failure to meet contractual deadlines, meaning the Service Provider does not perform its obligations within the timeframes stipulated in the Agreement on accommodation and maintenance of the vessel and the General Terms and Conditions.
- Discriminatory or unethical conduct, meaning the Service Provider engages in practices that discriminate against the User of vessel accommodation and maintenance services or contradict good business customs.
- Breach of privacy and security, meaning the Service Provider fails to adequately protect information concerning the User of vessel accommodation and maintenance services.

**19.9** U slučaju jednostranog raskida Ugovora o smještaju i održavanju plovnog objekta od strane Korisnika usluga smještaja i održavanja plovnog objekta usljed bitnih povreda iz stava 19.8, kao i u slučaju iz st. 30.3 i 30.5, Opštih uslova, Korisnik usluga smještaja i održavanja plovnog objekta ima pravo na povraćaj dijela Naknade za usluge proporcionalno trajanju Ugovora o korišćenju veza o smještaju i održavanju plovnog objekta koji je raskinut, ali samo u dijelu naknade koja se odnosi na korišćenje Veza.

**19.9** In the event of unilateral termination of the Agreement on accommodation and maintenance of vessel by the User of vessel accommodation and maintenance service of due to material breaches as outlined in Paragraph 19.8 and Paragraphs 30.3 and 30.5, of these General Terms and Conditions, the User of vessel accommodation and maintenance service shall be entitled to a partial refund of the Fee, proportionate to the duration of the Agreement on accommodation and maintenance of vessel until the moment of termination.

**19.10** U slučaju raskida Ugovora o smještaju i održavanju plovnog objekta shodno se primjenjuju odredbe st. 16.6, 16.7 i 16.8 Opštih uslova, osim ako nije drugačije dogovoreno sa Pružaocem usluga.

**19.10** In the event of termination of the Agreement on the use of accommodation and maintenance of the vessel, the provisions of Paragraphs 16.6, 16.7 and 16.8 of the General Terms and Conditions shall apply mutatis mutandis, unless otherwise agreed with the Service Provider.

**19.11** U slučaju sporazumnog raskida Ugovora o smještaju i održavanju plovnog objekta iz stava 19.1, kao i u slučaju jednostranog raskida istog od strane Korisnika usluga smještaja i održavanja plovnog objekta, u skladu sa st. 19.2, 19.7 i 30.3, Korisnik usluga smještaja i održavanja plovnog objekta je dužan da Pružaocu usluga nadoknadi razumne manipulativne troškove izmještanja Plovnog objekta unutar Luke kao i troškove premještanja drugih plovnih objekata koji su nastali u svrhu spuštanja Plovnog objekta u more ili njegovog izmještanja iz Luke.

**19.11** In the event of a termination of the Agreement on the accommodation and maintenance of the vessel by mutual consent pursuant to Paragraph 19.1 as well as in the event of its unilateral termination by the User of vessel accommodation and maintenance service, in accordance with Paragraphs 19.2, 19.7 and 30.3, the User of vessel accommodation and maintenance service shall be obliged to reimburse the Service Provider for the reasonable handling costs related to the relocation of the Vessel within the Port, as well as for the costs of relocating other vessels incurred for the purpose of launching the Vessel into the sea or her relocation from the Port.

## VI. ZAJEDNIČKE ODREDBE

### 20. Primjena

**20.1** Odredbe ove glave odnose se na Ugovor o gradnji plovnog objekta, Ugovor o popravci ili prepravci plovnog objekta i Ugovor o smještaju i održavanju plovnog objekta.

### 21. Namirenje potraživanja, pravo zadržavanja (retencije) i drugi vidovi obezbjeđenja potraživanja

**21.1** U slučaju da Korisnik usluga ne izmiri dugovanja po dospelosti, Pružalac usluga će Korisniku usluga, kao i Vlasniku plovnog objekta kada Korisnik usluganije Vlasnik plovnog objekta, uputiti Opomenu pred utuženje i pozvati ga da izmiri takva svoja dugovanja u dodatnom roku od 7

## VI. COMMON PROVISIONS

### 20. Application

**20.1** The provisions of this Chapter shall apply to Shipbuilding Agreement, the Agreement on the repair or modification of the Vessel, and the Agreement on the accommodation and maintenance of the vessel.

### 21. Settlement of Claims, Right of Retention (ius retentionis) and Other Forms of Securing Claims

**21.1** If the User of vessel accommodation and maintenance service fails to settle outstanding debts by the due date, the Service Provider shall issue a Dunning Letter and invite the User of vessel accommodation and maintenance service as well as the owner of the Vessel

(sedam) dana. Ukoliko i u dodatno ostavljenom roku Korisnik usluga ili Vlasnik plovnog objekta ne izmiri svoja dugovanja, Pružalac usluga zadržava pravo da inicira postupak izvršenja na Plovnom objektu prodajom i to:

- Za plovne objekte koji se ne smatraju pomorskim brodom u smislu primjene zakona kojim je uređeno izvršenje i obezbjeđenje na brodu pred nadležnim javnim izvršiteljem na osnovu vjerodostojne isprave ili da se namiri na osnovu prava zadržavanja (retencije), u skladu sa zakonom.
- Za plovne objekte koji se smatraju pomorskim brodom u smislu primjene zakona kojim je uređeno izvršenje i obezbjeđenje na brodu, odnosno za plovne objekte čija je baždarena dužina jednaka ili veća od 12m, a bruto tonaža 15 ili više, kumulativno, pred nadležnim sudom na osnovu izvršne isprave.

**21.2** U slučaju kada se Plovni objekat nalazi u Luci, Pružalac usluga ima pravo da svoje dospjelo potraživanje prema Korisniku usluga obezbijedi zadržavanjem (retencijom) Plovnog objekta, ukoliko se takav plovni objekat ne smatra pomorskim brodom u smislu primjene zakona kojim je uređeno izvršenje i obezbjeđenje i svojinsko-pravni odnosi na brodu ili privremenom mjerom na osnovu zakona kojim je uređeno izvršenje i obezbjeđenje na pokretnim stvarima koje se ne smatraju pomorskim brodom.

**21.3** Pružalac usluga ima pravo da svoje dospjelo potraživanje prema Korisniku usluga obezbijedi privremenom mjerom zaustavljanja Plovnog objekta i zabrane otuđenja, opterećenja i raspolaganja takvim plovnim objektom, kada se takav plovni objekat smatra pomorskim brodom u smislu primjene zakona kojim je uređeno izvršenje i obezbjeđenje na brodu.

**21.4** Pored navedenog, Pružalac usluga zadržava sva druga prava garantovana pozitivnim propisima Crne Gore.

## **22. Odgovornost Korisnika usluga za štetu**

**22.1** Korisnik usluga odgovara za svaku štetu na imovini Luke, imovini drugih Korisnika usluga i imovini trećih lica, uključujući i štetu na životnoj sredini, koju je izazvala posada Plovnog objekta ili Pratlja, ili koja je nastala kao posljedica nekog nedostatka na Plovnom objektu i njegovoj opremi ili koja je nastala kao posljedica lošeg održavanja Plovnog objekta i njegove opreme od strane Korisnika usluga.

**22.2** Za štetu iz stava 22.1 ovog člana solidarno odgovaraju Vlasnik plovnog objekta i Korisnik plovnog objekta koji su dužni da štetu nadoknade u cjelosti, u skladu sa pozitivnim propisima Crne Gore.

when the User of vessel accommodation and maintenance service is not the owner of the Vessel, to settle such debts within an additional period of 7 (seven) days. Should the User of vessel accommodation and maintenance service or the owner of the Vessel fail to fulfill their payment obligations within this extended period, the Service Provider retains the right to initiate enforcement proceedings against the Vessel through its sale, as follows:

- For vessels that are not considered sea-going ship under the applicable laws governing enforcement and security on ships, the enforcement procedure shall be conducted before the competent public enforcement officer based on an authentic document, or satisfaction may be obtained through the right of retention (*ius retentionis*), in accordance with the law.
- For vessels considered as sea-going ships under the applicable laws governing enforcement and security on ships, and specifically, vessels with a registered length of 12 meters or more and a gross tonnage of 15 or more, the enforcement procedure shall be conducted before the competent court based on an enforceable title.

**21.2** The Service Provider has the right to secure its due claims against the User of vessel accommodation and maintenance service by retaining the Vessel, provided that such a Vessel is not considered a sea-going ship under the laws governing enforcement, security and property rights in relation to ships. Alternatively, the Service Provider may impose a provisional measure in accordance with the laws governing enforcement and security interests on movable property that is not considered a sea-going ship.

**21.3** The Service Provider has the right to secure its due claims against the User of vessel accommodation and maintenance service by imposing a provisional measure of arresting the Vessel and prohibiting its alienation, encumbrance, or disposal, provided that such Vessel is considered a sea-going ship under the laws governing enforcement and security on ships.

**21.4** In addition to the foregoing, the Service Provider retains all other rights guaranteed under the applicable laws of Montenegro.

## **22. Liability of the Service User for Damage**

**22.1** The Service User shall be liable for any damage to the property of the Port, the property of other Service Users, and the property of third parties, including damage to the environment, caused by the crew of the Vessel or its Entourage, or arising as a consequence of any defect in the Vessel and its equipment, or as a consequence of poor maintenance of the vessel and its equipment by the Service User.

**22.2** For the damage referred to in paragraph 22.1 hereof, the Owner and the User of the vessel shall be jointly and severally liable to fully compensate the damage, in accordance with the applicable laws of Montenegro.

**22.3** Ukoliko je šteta izazvana neispravnosću samog Plovnog objekta, a tu neispravnost osoblje Luke nije moglo uočiti tokom uobičajenog nadzora i održavanja Plovnog objekta kod Ugovora o smještaju i održavanju Plovnog objekta, odnosno za vrijeme izvođenja Radova kod Ugovora o popravci ili prepravci plovnog objekta, Pružalac usluga ne preuzima bilo kakvu odgovornost za naknadu štete niti prema Korisniku usluge sa čijeg Plovnog objekta je šteta potekla ili bila izazvana, niti prema drugim Korisnicima usluga, odnosno trećim licima koja su pretrpjela štetu.

**22.4** Korisnik usluga je dužan da odmah obavijesti Pružaoca usluga o bilo kom događaju koji jeste ili može rezultirati nanošenjem štete Pružaocu usluga, drugim Korisnicima usluga ili trećem licu.

### **23. Osiguranje**

**23.1** Korisnik usluga se obavezuje da prilikom zaključenja Ugovora Pružaocu usluga preda kopiju polise obaveznog osiguranja za štete pričinjene trećim licima u visini koja je propisana zakonom kojim je uređeno obavezno osiguranje u saobraćaju.

**23.2** Korisnik usluga je dužan da tokom trajanja Ugovora obnavlja polisu obaveznog osiguranja i da istu dostavi Pružaocu usluga na njegov zahtjev.

### **24. Ograničenje odgovornosti Pružaoca usluga**

**24.1** Nezavisno od odredbi čl. 7, 10 i 17 Opštih uslova, odgovornost Pružaoca usluga nastala po bilo kom osnovu u vezi sa pružanjem Usluga, ograničena je na iznos od 1.000.000,00 EUR po štetnom događaju, u skladu sa čl. 272 Zakona o obligacionim odnosima ("Službeni list CG", br. 47/2008, 4/2011, 22/2017 i 123/2024).

### **25. Izvršenje ugovornih obaveza u slučaju Više sile**

**25.1** Ugovorna strana koja se uspješno i u skladu sa Opštim uslovima poziva na Višu silu je oslobođena od dužnosti da izvrši svoju obavezu iz Ugovora, kao i odgovornosti za štetu usljed neispunjenja Ugovora, od trenutka od koga je Viša sila izazvala nemogućnost izvršenja obaveze, sve pod uslovom da o tome, u formi Obavještenja, obavijesti drugu ugovornu stranu i dostavi dokaze o postojanju okolnosti Više sile uz navođenje obaveze koju ne može, ili neće moći, da izvrši, i to bez odlaganja, a najkasnije u roku od 5 (pet) radnih dana od nastanka takvog događaja.

**25.2** Ukoliko obavještenje o nastanku događaja Više sile nije poslato blagovremeno, odnosno na propisan način, oslobađanje od ispunjenja obaveze i odgovornosti za štetu proizvodi dejstvo od trenutka kada je druga Ugovorna strana obaviještena.

**25.3** Ugovorna strana koja je pogođena Višom silom je obavezna da učini sve razumne napore da ograniči

**22.3** If the damage is caused by a defect in the Vessel itself, which the Port personnel could not have detected during the usual supervision and maintenance of the Vessel under the Agreement on the accommodation and maintenance of the vessel, or during the performance of Works under the Agreement on the repair or modification of the Vessel, the Service Provider shall not assume any liability for compensation of damage either towards the Service User from whose Vessel the damage originated or was caused, or towards other Service Users or third parties who suffered damage.

**22.4** The Service User is obligated to immediately notify the Service Provider of any event that has caused or may result in damage to the Service Provider, other Service Users, or a third party.

### **23. Insurance**

**23.1** Upon the execution of the Agreement, the Service User undertakes to submit to the Service Provider a copy of the compulsory insurance policy covering damages caused to third parties, in an amount prescribed by the law governing compulsory traffic insurance.

**23.2** During the term of the Agreement, the Service User is required to renew the compulsory insurance policy and provide it to the Service Provider upon request.

### **24. Limitation of liability of the Service Provider**

**24.1** Notwithstanding the provisions of Articles 7, 10, and 17 of the General Terms and Conditions, the liability of the Service Provider arising on any grounds in connection with the provision of Services shall be limited to the amount of EUR 1,000,000.00 per damaging event, in accordance with Article 272 of the Law on Obligations ("Official Gazette of Montenegro", Nos. 47/2008, 4/2011, 22/2017, and 123/2024).

### **25. Performance of Contractual Obligations in the Event of Force Majeure**

**25.1** The Contracting Party that successfully invokes Force majeure in accordance with the General Terms and Conditions shall be released from the obligation to perform its duties under the Agreement, as well as from liability for damages resulting from non-performance of said Agreement, from the moment force majeure causes the impossibility of fulfilling the obligation; this exemption is subject to the condition that the affected party promptly notifies the Contracting Party and provides evidence of the existence of force majeure circumstances, specifying the obligation that cannot or will not be fulfilled. Such notification must be made without delay and no later than 5 (five) business days from the occurrence of the event.

**25.2** If the notification of the occurrence of a force majeure event is not sent in a timely manner, the exemption from the performance of obligations and liability for damages shall take effect from the moment the other Contracting Party is informed.

**25.3** The Contracting Party affected by force majeure shall be obligated to make all reasonable efforts to mitigate the

posljedice Više sile koji utiču na ispunjenje njenih obaveza iz Ugovora, odnosno Opštih uslova.

- 25.4** U slučaju da su efekti otežavajućih okolnosti ili događaja privremeni, naprijed navedene posljedice nastupanja Više sile se primjenjuju sve dok predmetne okolnosti ili događaj onemogućavaju izvršenje obaveze Ugovorne strane koja je pogođena Višom silom.
- 25.5** U slučaju da trajanje okolnosti Više sile ima za posledicu bitno onemogućavanje vršenje prava i obaveza koje su Ugovorne strane razumno mogle da očekuju prema odredbama Ugovora, svaka Ugovorna strana ima pravo da raskine Ugovor uz obavještenje i ostavljanje razumnog otkaznog roka drugoj Ugovornoj strani.
- 25.6** Ukoliko drugačije nije dogovorno između Ugovornih strana, Ugovorne strane su saglasne da Ugovor može raskinuti bilo koja od Ugovornih strana sa trenutnim dejstvom ako okolnosti ili događaj Više sile traje duže od 90 (devedeset) dana.

## **26. Obavještenja**

- 26.1** Sva obavještenja koja se imaju razmijeniti u vezi sa Ugovorom moraju biti u pisanoj formi.
- 26.2** „U pisanoj formi” ili „pisana”, u smislu primjene ovog člana, podrazumijevaju pismo dostavljeno od strane Pružaoca usluga prema Korisniku usluga ili obrnuto, putem preporučene pošiljke, telefaksa, elektronske pošte ili drugog modernog vida pisane komunikacije ili na drugi pravno prihvaćen način koji obezbjeđuje dokaz o prijemu.

## **27. Prodaja Plovnog objekta i ustupanje korišćenje trećem licu i promjena podataka Plovnog objekta**

- 27.1** Plovni objekat može biti prodat ili ustupljen na korišćenje trećem licu od strane Korisnika usluga dok se nalazi u Luci.
- 27.2** U roku od 7 (sedam) dana od dana prodaje ili ustupanja Plovnog objekta na korišćenje trećem licu, Korisnik usluga je dužan da, u formi Obavještenja, obavijesti Pružaoca usluga o imenu, adresi i broju telefona lica na koje je prenijeto pravo svojine ili korišćenja, bez obzira na to da li Plovni objekat napušta Luku.
- 27.3** Korisnik usluga je obavezan da Pružaoca usluga odmah pisanim putem obavijesti i o svakoj promjeni imena i državne pripadnosti Plovnog objekta.

## **28. Mjerodavno pravo i rješavanje sporova**

- 28.1** Na sva pitanja u vezi primjene Opštih uslova i Ugovora primjenjuju se propisi koji su na snazi u Crnoj Gori.
- 28.2** Sve sporove koji proizilaze iz ili u vezi sa Opštim uslovima i Ugovorom Ugovorne strane će pokušati riješiti mirnim putem, a u slučaju spora nadležni su crnogorski sudovi.

## **29. Primjena i stupanje na snagu**

- 29.1** Izuzetno, Pružalac usluga može sa Korisnikom usluga ugovoriti i uslove koji se razlikuju od onih koji su određeni Opštim uslovima.

consequences of force majeure that impact the fulfillment of its obligations under the Agreement and General Terms and Conditions.

- 25.4** If the effects of the aggravating circumstances or events are temporary, the aforementioned consequences of the occurrence of force majeure shall apply for as long as such circumstances or events prevent the affected Contracting Party from fulfilling its obligations.
- 25.5** If the duration of force majeure circumstances results in a substantial impediment to the exercise of rights and obligations that could have been reasonably expected by the Contracting Parties under the Agreement, each Contracting Party shall have the right to terminate the Agreement by providing notice and allowing a reasonable termination period to the other Contracting Party.
- 25.6** Unless otherwise agreed between the Contracting Parties, the Contracting Parties acknowledge that either Contracting Party may terminate the Agreement with immediate effect if the force majeure circumstances or event persist for more than ninety (90) days.

## **26. Notices**

- 26.1** All notices exchanged in connection with the Agreement must be in written form.
- 26.2** “Written form” or “written” refers to correspondence delivered by the Service Provider to the Service User or vice versa via registered mail, facsimile, email, or another modern means of written communication, or any other legally recognized method that provides proof of receipt.

## **27. Sale of the Vessel, Assignment of Usage to a Third Party & Change in Vessel's particulars**

- 27.1** The Vessel may be sold or assigned for use to a third party by the Service User while it is located in Port.
- 27.2** Within 7 (seven) days from the date of the sale or assignment of the Vessel for use to a third party, the Service User is required to notify the Service Provider in writing of the name, address, and telephone number of the person to whom the right of ownership or usage has been transferred, regardless of whether the Vessel is leaving Port.
- 27.3** The Service User is further obligated to immediately notify the Service Provider in writing of any change in the name or flag of the Vessel.

## **28. Applicable Law & Disputes Resolution**

- 28.1** All matters regarding the application of General Terms and Conditions and the Agreement shall be governed by the laws in force in Montenegro.
- 28.2** The Contracting Parties shall endeavor to resolve all disputes arising from or related to the General Terms and Conditions and the Agreement amicably. In the event of a dispute, the Competent Courts of Montenegro shall have jurisdiction.

## **29. Application and Entry into Force**

- 29.1** Exceptionally, the Service Provider may agree with the Service User on conditions that differ from those stipulated in these General Terms and Conditions.

**29.2** U slučaju bilo kakve neusaglašenosti između Opštih uslova i Ugovora, prednost će imati odredbe Ugovora, odnosno smatraće se da su Ugovorne strane uredile međusobne odnose kako je definisano odredbama navedenog Ugovora.

**29.3** Ovi Opšti uslovi stupaju na snagu dana 1. februara 2026. godine i biće objavljeni na internet stranici Pružaoca usluga i na vidnom mjestu u Luci.

## **VII. PRELAZNE I ZAVRŠNE ODREDBE**

**30.1** Ovi Opšti uslovi sačinjeni su na crnogorskom i engleskom jeziku. U slučaju neslaganja, mjerodavna je verzija na crnogorskom jeziku.

**30.2** Pružalac usluga je dužan da o stupanju na snagu Opštih uslova obavijesti pisanim putem, u skladu sa odredbom člana 26, sve postojeće Korisnike usluga koji na dan stupanja na snagu Opštih uslova imaju zaključene Ugovore o gradnji, Ugovore o popravci ili prepravci plovnog objekta i Ugovore o smještaju i održavanju plovnog objekta.

**30.3** Postojećim Korisnicima usluga iz stava 30.2 Pružalac usluge je dužan da ostavi rok od 15 (petnaest) dana od dana prijema Obavještenja iz prethodnog stava da eventualno raskinu postojeći Ugovor bez pravnih posljedica, nakon izmirenja dospjelih novčanih obaveza.

**30.4** Ukoliko postojeći Korisnici usluga iz stava 30.2 ne raskinu svoje Ugovore u roku iz stava 30.3, smatraće se da su prihvatili Opšte uslove.

**30.5** Pružalac usluga može u svakom trenutku izmijeniti Opšte uslove i o takvoj izmjeni dužan je da obavijesti Korisnika usluga, u skladu sa odredbom člana 26 Opštih uslova, i da mu ostavi rok od 15 (petnaest) dana u kom roku Korisnik usluga može raskinuti Ugovor bez pravnih posljedica, nakon izmirenja dospjelih novčanih obaveza.

**29.2** In the event of any discrepancy between General Terms and Conditions and the Agreement, the provisions of the Agreement shall take precedence, and it shall be deemed that the Contracting Parties have regulated their mutual relations as defined by the provisions of the said Agreement.

**29.3** These General Terms and Conditions shall come into effect on February 1<sup>st</sup> 2026, and will be published on the Service Provider's website as well as displayed prominently within Port.

## **VII. TRANSITIONAL AND FINAL PROVISIONS**

**30.1** These General Terms and Conditions have been made in English and Montenegrin languages. In case of discrepancies version in Montenegrin shall prevail.

**30.2** The Service Provider is obliged to notify about the enforcement of the General Terms and Conditions, in writing and in accordance with Article 26 hereof, all existing Service Users who, as of the effective date of the General Terms and Conditions, have entered into the Shipbuilding Agreement, the Agreement for the repair or modification of a vessel, and the Agreement on the accommodation and maintenance of a vessel.

**30.3** To the existing Service Users referred to in Paragraph 30.2, the Service Provider is obliged to grant a period of 15 (fifteen) days counting from the date of receipt of the Notice referred to in the previous Paragraph for them to potentially terminate their existing Agreement without any legal consequences.

**30.4** If the existing Service Users referred to in Paragraph 30.2 do not terminate their Agreements within the period specified in Paragraph 30.3, it shall be deemed that they have accepted these General Terms and Conditions.

**30.5** The Service Provider may amend the General Terms and Conditions at any time and is obliged to notify the Service User of such amendments, in accordance with the provisions of Article 26 of General Terms and Conditions. Furthermore, the Service Provider must grant the Service User a period of 15 (fifteen) days within which the Service User may terminate the Agreement without legal consequences.