

Trading company **AZIMUT d.o.o.** from Šibenik, Petra Preradovica 32, represented by Marko Košuljandić, concludes a contract on regular monthly maintenance of the vessel -----, located in the -----, and owned by ----- from -----, for the period of 12 months

## **Contract on regular monthly maintenance of the vessel**

### **Article 1**

In accordance with the present contract, trading company **Azimut d.o.o.** is bound to go round the vessel -----, owned by ----- (hereinafter: owner of the vessel), six times a month for purpose of regular maintenance which includes the following operations:

1. starting of the two inboard engines of the abovementioned vessel and of the boat generator two times a month (every 15 days).
2. regular inspection of the vessel for purpose of establishing the situation of the vessel, including: inspection of the berth, external inspection of the vessel, internal inspection of the vessel, airing of the cabins and control of the outside vessel inventory in order to avoid thefts of the deck equipment six times a month (two times a week).
3. external washing of the vessel for purpose of removing dirt resulting from weather conditions or from any other factor that might have got the vessel dirty one time a month.
4. starting of the air-conditioning and heating system of the vessel in order to keep the air-conditioning devices in working conditions once a month.
5. emptying of freshwater tanks and draining of the water from the pipe system in order to prevent the freezing of the fluids and potential pipe damage in case of frost upon the arrival of cold weather, i.e. on 15<sup>th</sup> Nov or in agreement with the owner of the vessel.
6. informing the owner in case of potential damage or malfunctions, and asking for the owner's permission to fix them, or performing according to the owner's wishes.
7. in case it is noticed that grey or black tanks are full of fluids, then the owner will be asked to grant his permission for the vessel to leave the marina so that the tanks can be emptied in order to prevent cracking of the tanks in case of low temperatures or frost. In case the owner does not grant the permission to leave the marina, or does not leave the marina on his own to empty the tanks, he will be held responsible for the potential damage of the same.

## **Article 2**

Inspection of the berth includes the inspection of the ropes fastening the vessel to the dock, yacht bollards to which mooring ropes are fastened to if the boat is tied in quarter mooring. External inspection includes visual inspection of the outer plating and deck, in addition to the inspection of boat drains used for the draining of the fluids from the deck to avoid their clogging.

Interior inspection includes visual inspection of the interior of the vessel and airing of the cabin space each time the vessel is inspected to avoid the condensation.

## **Article 3**

The vessel owner is required to secure the Trading company Azimut d.o.o. safe access to the vessels and cleaning products.

## **Article 4**

The owner of the vessel is bound by the present contract to pay the monthly fee in the amount of ----- kn, VAT included, for the operations described in the Article 1 and the Article 2 of the present contract. The payment is to be made in due time, specified in the Article 5 of the present contract by to the transfer account No.2411006-1120002281, with reference number 02-number of the account

## **Article 5**

The invoice is to be paid within 5 days from the receipt of the same, either via electronic mail or via post. The invoice is delivered via internet (to the e-mail address) or via post, depending on the agreement with the owner of the vessel.

## **Article 6**

The owner of the vessel **is not obliged to pay** the accorded fee if he does not receive a valid invoice.

## **Article 7**

In order to consider the present contract valid it has to be signed by both contracting parties and stamped.

## **Article 8**

Commercial Court in Zadar, Permanent Office in Šibenik has the jurisdiction over all the disputes that might arise from this contract.

## **Article 9**

The contract is valid from 12 mounts

## Article 10

**This contract can be cancelled on demand of each contracting party, after the delivery of the written notice of the cancellation of the contract.**

## Article 11

All additional works related to the winter maintenance of the vessel, as well as potential repairs are to be agreed separately with the owner of the vessel.

The control of antifreeze liquid and its quality in the air-conditioning device is agreed separately and in case the liquid needs to be refilled or replaced, the owner is to be duly notified. The payment is to be made after the works have been completed based on a previously accepted offer for the operations suggested.

All the inquiries regarding the state of the vessel or potential orders of extra works related to the vessel can be sent to the e-mail address [azimuth.sib@gmail.com](mailto:azimuth.sib@gmail.com) or can be made via phone to number 00385-91 791-5727.

## Article 12

This contract is drawn up in two copies of which each contracting party retains one.

The contract is concluded in Šibenik, on -----

**Azimut d.o.o.**

Marko Košuljandić

\_\_\_\_\_  
Signature of the authorised person

**owner**

\_\_\_\_\_  
Signature