

## General Terms and Conditions of Financial Leasing for vessels

### 1. DEFINITIONS AND INTERPRETATIONS

1.1 These General Terms and Conditions form an integral part of the Contract entered into between the Lessor and the Lessee. In case of any inconsistency between the provisions of these General Terms and Conditions and the provisions of the Contract, the provisions of the Contract shall apply.

1.2 The following definitions used in these General Terms and Conditions shall have the same meaning in the Contract, unless the Contract provides otherwise:

"**Lessor**" means SG Leasing d.o.o. Zagreb.

"**Lessee**" means a physical or a legal person who on the basis of the Contract entered into with the Lessor acquires the right to use the Leasing Object against payment of the agreed Compensations.

"**Leasing Object Supplier**" means a physical or a legal person operating and performing business activities in accordance with the laws and regulations governing companies or crafts, who is designated by the Lessee and who enters into a Sale and Purchase Agreement with the Lessor on the basis whereof the Lessor acquires the title to the Leasing Object, whereby the Lessor and the Leasing Object Supplier may be the same person.

"**Leasing Object**" means a vessel, i.e. boat registered in the Croatian boats register or yacht registered in the Croatian yachts register, which is designated by the Lessee.

"**Party**" or "**Parties**" means the party or the parties to the Contract.

"**Contract**" means the Financial Leasing Contract entered into between the Lessor and the Lessee, whereby the Lessor undertakes to procure the Leasing Object from the Leasing Object Supplier and to grant the Lessee the right to use the Leasing Object during the term of the Contract, and whereby the Lessee agrees to pay the agreed Compensation for such use. For the purpose of these General Terms and Conditions, the "**Contract**" includes the Lessee's request for entry into the Contract accepted by the Lessor, the Lessor's offer for entry into the Contract accepted by the Lessee, the Repayment Schedule, these General Terms and Conditions, any amendments to the Contract and/or to these General Terms and Conditions and/or to the Repayment Schedule, and any documents and their subsequent amendments referring or relating to or connected with the Contract and/or these General Terms and Conditions and/or the Repayment Schedule.

"**Sale and Purchase Agreement**" means written agreement on sale and purchase of the Leasing Object entered into between the Lessor as the purchaser and the Leasing Object Supplier as the seller, which shall have the contents and the form needed for acquisition and registration of the title to the Leasing Object in favour of the Lessor.

"**Compensations**" means any and all compensations, costs, expenses and other amounts defined by the Contract and/or these General Terms and Conditions as payable by the Lessee.

"**Instalment**" means the monthly amount payable by the Lessee to the Lessor for the use of the Leasing Object, which is defined in the Repayment Schedule.

"**Repayment Schedule**" means the list of amounts, numbers and due dates of Instalments during the term of the Contract.

1.3 The Lessor may unilaterally amend these General Terms and Conditions in case of change of market conditions and/or circumstances. The amendments to these General Terms and Conditions shall be announced on the Lessor's web site, shall be available for review in the premises of the Lessor and its business partners, and shall be delivered to the Lessee together with other notices delivered by the Lessor to the Lessee under the Contract. The amendments to these General Terms and Conditions shall enter force and effect within 15 (fifteen) days as from announcement. By signing the Contract, the Lessee agrees to such amendments to these General Terms and Conditions.

1.4 The Lessor may unilaterally amend the Compensations for the same reasons, under the same circumstances, in the same manner and with the same effect as it may amend these General Terms and Conditions.

### 2. CONTRACT TERM

2.1 The Contract is entered into for the term defined in the Contract, beginning from the date of entry into force of the Contract.

2.2 The Contract shall enter into force and effect on the date of signing thereof by the Parties and shall apply to the Lessor after cumulative fulfilment of the following conditions: (i) payment of the Contract management fee, (ii) payment of the participation, (iii) payment of the guarantee deposit, if agreed, (iv) delivery of valid security instruments to the Lessor, and (v) fulfilment of other conditions defined in the Contract.

### 3. PROCUREMENT OF THE LEASING OBJECT

3.1 According to the Lessee's request, the Lessor shall procure the Leasing Object from the Leasing Object Supplier designated by the Lessee. By signing the Contract, the Lessee confirms that it is aware of the delivery conditions and of the Leasing Object price. The Lessor is not liable for material defects of the Leasing Object and any Lessee's objections related to the Leasing Object shall be directly referred to the Leasing Object Supplier.

3.2 The Lessor does not guarantee or warrant for obligations of the Leasing Object Supplier or for obligations of any other person in relation to the Contract and/or the Leasing Object.

#### **4. DELIVERY OF THE LEASING OBJECT**

4.1 The Lessee undertakes to take over the Leasing Object at the agreed time and in the agreed place. The Lessee shall cover any and all costs and expenses related to the delivery and takeover of the Leasing Object.

4.2 If the Lessee fails to fulfil its obligations regarding the takeover of the Leasing Object, and if the Leasing Object Supplier has fulfilled all conditions for the delivery and takeover of the Leasing Object, it shall be deemed that the Lessee is required to fulfil its obligations under the Contract from the day of fulfilment of such conditions.

4.3 In case of non-delivery of the Leasing Object by the Leasing Object Supplier with the delay exceeding 5 (five) days after the agreed term for delivery of the Leasing Object, or in case the Leasing Object has material defects, the Lessee shall have the right to terminate the Contract and the right to compensation of damages from the Leasing Object Supplier. In case of termination of the Contract, the Lessee shall have the right of refund of up to then paid Compensations under the Contract, except the Contract management fee.

4.4 On the occasion of takeover of the Leasing Object, the Leasing Object Supplier and the Lessee shall make and sign the Takeover Minutes, with the description of all potential defects. The Lessee is required to immediately inform the Leasing Object Supplier and the Lessor of all potential defects of the Leasing Object, in which case, the Lessee shall have the rights from the previous clause. After the takeover of the Leasing Object, the Lessee is required to fulfil its obligations under the Contract.

4.5 The Lessee has designated the Leasing Object Supplier and the Leasing Object, has verified and examined the Leasing Object on the occasion of the takeover, and has been informed about the conditions for maintenance and use of the Leasing Object.

#### **5. OWNERSHIP OF THE LEASING OBJECT**

5.1 The Lessor is the sole and exclusive owner of the Leasing Object during the term of the Contract, and the Lessee has the right to use the Leasing Object and is its dependent possessor. In case of direct delivery of the Leasing Object to the Lessee by the Leasing Object Supplier, the ownership of the Leasing Object shall be acquired on behalf of the Lessor by taking the Leasing Object into the possession by the Lessee.

5.2 The Lessee is required to designate the Leasing Object as owned by the Lessor and is required to provide that the Leasing Object may always be identified as owned by the Lessor. The Lessee shall in no case have the right of retention of the Leasing Object, irrespective of the underlying relationship and the basis of the Lessee's potential claim against the Lessor.

5.3 The Lessee may not transfer the ownership title of the Leasing Object, encumber, lease or otherwise dispose of the Leasing Object. No one may acquire the ownership title of the Leasing Object by interrupted and continuing possession.

5.4 At all times, the Lessee is required to enable the Lessor and/or the person designated by the Lessor the unrestricted access and examination of the Leasing Object. The Lessee has no right to legal action against the Lessor on grounds of possession disturbance or right to self-help. The Lessee is entitled to undertake any and all measures and actions for protection of the Lessor's ownership of the Leasing Object.

5.5 If needed, the Lessor shall keep one set of keys of the vessel.

#### **6. USE OF THE LEASING OBJECT**

6.1 The Lessee is required to use the Leasing Object in accordance with the Contract and/or the purpose of the Leasing Object, by applying due care. The loss of the Leasing Object or its function shall not release the Lessee from its obligations under the Contract.

6.2 The Lessee is liable for the damages caused by use of the Leasing Object contrary to the laws and regulations, the Contract, these General Terms and Conditions and/or the purpose of the Leasing Object.

6.3 The Leasing Object may be used only by the Lessee, or by the persons authorised to use the Leasing Object with prior written approval of the Lessor, who must be qualified for the use of the Leasing Object. The Lessee may grant the use of the Leasing Object to a third party only with prior written approval of the Lessor.

6.4 The costs of repairs and maintenance of the Leasing Object shall be covered by the Lessee. Repairs and maintenance of the Leasing Object shall be done exclusively with the authorised persons designated by the Lessor. If reasonably justified and possible, the Lessee shall be required to enter into an agreement on maintenance of the Leasing Object and shall deliver one copy of such agreement to the Lessor.

6.5 In case of installation of alarm and other equipment for protection of the Leasing Object, the Lessee is required to provide the Lessor with the appropriate means for de-blocking thereof.

6.6 The Lessee is entitled to install or change the locks or the keys on the Leasing Object only with prior written approval of the Lessor (except in case of damage to the locks or the keys), and is required to provide the Lessor with the new keys.

#### **7. REGISTRATION OF THE LEASING OBJECT**

7.1 If the Leasing Object is subject to registration, the Lessee is required to undertake, at its own costs, any and all actions needed for registration of the Leasing Object.

7.2 Within 2 (two) days from the registration of the Leasing Object, the Lessee is required to provide the Lessor with any and all documents related to the registration of the Leasing Object.

7.3 The documents from the previous clause shall include the extract from the boats register or the yachts register of the competent port captaincy, whereunder the Leasing Object Supplier shall be registered as the sole and exclusive owner of the vessel and whereunder the vessel shall not be encumbered with any registered encumbrance, the statement of the Leasing Object Supplier on ownership of the vessel and on inexistence of any registered or unregistered encumbrance, or in case the vessel is encumbered with any registered encumbrance, the documents enabling the deregistration of such encumbrance, the photocopy of the sailing card and originals of insurance policies. In the sailing card, the Lessor shall be registered as the owner and the Lessee as the user of the Leasing Object. The Leasing Object may not be sailed from its port before or after expiry of the sailing card and before the Lessee provides the Lessor with photocopy of the valid sailing card. In the sailing card, the sailing area shall be restricted to the territorial waters of the Republic of Croatia.

7.4 If the Lessee fails to deliver all documents related to the registration of the Leasing Object within the specified term, the Lessor may calculate and charge the penalty in the amount of Kuna 200. If the Lessee fails to deliver all documents related to the registration of the Leasing Object within the additional term of 5 (five) days, the Lessor may terminate the Contract.

7.5 The Lessee undertakes to keep with him/her/it the documents related to the registration and/or the use of the Leasing Object, and not in the Leasing Object.

## **8. INSURANCE**

8.1 During the term of the Contract and one month after expected expiry of the Contract, the Lessee is required, as the insurance contractor and in the name of the Lessor as the insured person and insurance beneficiary, to contract the insurance coverage for the Leasing Object against all risks, in the scope, in the manner and with the insurer designated by the Lessor (insurance against fire, natural disasters, water leakage, theft, glass breakage, liability, etc.).

8.2 The Lessee is required to duly pay the insurance premiums and to provide the Lessor with all insurance policies. The Lessee undertakes to use the indemnity received from the insurer exclusively for the purpose of remedying the damages on the Leasing Object and exclusively with persons authorised therefor. In case of payment of indemnity, the bonus or malus costs shall be at the Lessee's cost.

8.3 If the Lessee fails to contract the insurance coverage for the Leasing Object or fails to extend the existing insurance policies, the Lessor may contract the insurance coverage at the Lessor's cost. If the Lessee fails to contract the insurance coverage for the Leasing Object, and the damaging event occurs, the Lessee is required to continue with payment of Instalments under the Contract and is required to compensate the damages occurred.

8.4 The Lessee is required, immediately after becoming aware and at the latest within 48 (forty-eight) hours, to inform the Lessor of the damaging event and to provide the Lessor with all related documents in its possession. When the damaging event is covered by insurance, the Lessee is also required to inform the insurer of the damaging event in accordance with the terms under the insurance contract for reporting of the damaging event.

8.5 The Lessor may specify additional risks for insurance coverage of the Leasing Object, request the amendments to the terms and conditions of insurance or request the entry into the insurance contract with other insurer. The Lessee may not amend the terms and conditions of insurance without prior written approval of the Lessor.

8.6 The Lessee may enter into additional insurance contracts or procure for additional insurance coverage without special approval or consent of the Lessor.

8.7 Insurance policies form an integral part of the Contract.

8.8 The Lessee undertakes not to use the Leasing Object in areas not covered by insurance and not recognised by the insurer (e.g. war areas and certain countries).

## **9. COMPENSATIONS**

9.1 The calculation of Instalments is based on the procurement value of the Leasing Object at the time of entry into the Contract and shall change depending on the change of market interest rates for financing of the Lessor, change of taxes, duties and other charges related to the Leasing Object and/or the Lessor, change of exchange rate differences, procurement value of the Leasing Object, participation, guarantee deposit and/or potential residual value of the Leasing Object.

9.2 The Lessee undertakes to pay the Instalments as compensation for agreed, usual and regular use of the Leasing Object. The use outside agreed, usual and regular framework of use shall be subject to special agreement, whereby the Lessor shall charge to the Lessee the additional compensation of EUR 0.15 per km for any extra mileage.

9.3 The amount of Instalments and their due dates are stated in the Repayment Schedule. The Lessee is required to pay the Instalments in their full amounts and on their due dates even if the Lessee does not receive the calculation from the Lessor. The restricted possibility or impossibility to use the Leasing Object does not constitute the reasons for non-payment or reduction of the Instalment.

9.4 Compensations and Instalments are set out in EUR or other foreign currency and are payable in Kuna at the selling exchange rate of SOCIETE GENERALE – SPLITSKA BANKA d.d. on the day of payment.

9.5 Compensations and Instalments are increased for applicable taxes, including VAT.

9.6 The Lessor shall calculate and charge to the Lessee the statutory default interest on delayed payments of Compensations and Instalments.

9.7 In the period between takeover of the Leasing Object and the date of document/issuing of the first Instalment, the Lessor may calculate and charge the pro rata (1/30) part of the Instalment for the exact number days from the day of takeover of the Leasing Object until the date of document/issuing of the first Instalment. If the Lessor is required to pay certain amount to the Leasing Object Supplier or to a third party before the date of issuing of the first Instalment, the Lessee is required to pay such amount to the Lessor, increased for intercalary interest in the amount of contractual interest. Intercalary interest is calculated from the day when the Lessor makes the full payment for the Leasing Object until the date of issuing of the first Instalment.

9.8 From the received payments, the Lessor shall firstly settle the Compensations, then the interests and finally the Instalments, whereby Instalments shall be settled according to their respective due dates.

9.9 Within 8 (eight) days from entry into the Contract and, in any case, before delivery of the Leasing Object to the Lessee, the Lessee is required to pay the non-repayable Contract management fee. Within 8 (eight) days from entry into the Contract and, in any case, before delivery of the Leasing Object to the Lessee, the Lessee is required to pay the participation, and, if agreed, the guarantee deposit.

9.10 The contractual interest rate is set out in the Contract. The contractual interest rate is variable and depends on three-months' or six-months' EURIBOR, LIBOR or other base index agreed between the Lessor and the Lessee.

9.11 Without prejudice to clauses 1.3 and 1.4 of these General Terms and Conditions, in case of substantial disruptions on the financial market, the Lessor and the Lessee shall enter in good faith into negotiations with a view to agreeing on increased amount(s) of Instalments and/or Compensations, taking into account the level and the nature of such disruptions on the financial market. It shall be particularly deemed that substantial disruptions on the financial market have occurred if these disruptions would cause the amount(s) of Instalments and/or Compensations to be increased for more than 10 per cent. in relation to the amount(s) of Instalments and/or Compensations applicable at the time of occurrence of such disruptions. If the Lessor and the Lessee do not agree on increased amount(s) of Instalments and/or Compensations within reasonable term, but not less than 15 (fifteen) days, the Lessor may terminate the Contract in accordance with clause 12 of these General Terms and Conditions.

9.12 The Lessee shall cover any and all Compensations arising from the use of the Leasing Object and/or charging the Leasing Object, any and all Compensations charging the Lessor as the owner of the Leasing Object and any and all Compensations arising from or relating to the Contract and/or the rights or obligations of the Parties under the Contract.

9.13 The place of Contract fulfilment is Zagreb.

## **10. PARTICIPATION AND GUARANTEE DEPOSIT**

10.1 Within 8 (eight) days from signing the Contract and these General Terms and Conditions and, in any case, before delivery of the Leasing Object to the Lessee, the Lessee is required to pay the participation. The participation is agreed in EUR amount and is payable in Kuna at the selling exchange rate of SOCIETE GENERALE – SPLITSKA BANKA d.d. on the day of payment. The participation forms an integral part of Instalment and is not repayable to the Lessee upon expiry or termination of the Contract.

10.2 If agreed, the guarantee deposit is payable within 8 (eight) days from signing the Contract and these General Terms and Conditions and, in any case, before delivery of the Leasing Object to the Lessee. The guarantee deposit is payable in the agreed amount during the term of the Contract as non interest bearing security for duly and timely fulfilment of all Lessee's obligations toward the Lessor. The Lessor may use the guarantee deposit for settlement of any and all Lessee's obligations under the Contract. If the guarantee deposit is used during the term of the Contract for the settlement of the said obligations, the Lessee shall supplement such guarantee deposit without any delay. After expiry of the Contract, the guarantee deposit shall be repaid to the Lessee without any interest, with deduction of unsettled obligations of the Lessee under the Contract.

## **11. SECURITY INSTRUMENTS**

11.1 The Lessee, guarantor and/or co-debtor undertake to provide and deliver to the Lessor the instruments for security of the Lessee's obligations under the Contract, including blank promissory notes and blank seizure of account consents. The type and the number of security instruments shall be set out in the Contract.

11.2 Guarantors shall guarantee jointly and severally as guarantors-payers and shall be liable to the Lessor for fulfilment of all Lessee's obligations under the Contract or in relation to the Contract.

11.3 The Lessee, guarantor and/or co-debtor irrevocably authorise the Lessor to complete the received security instruments – blank promissory notes and blank seizure of account consents – to any amount of the Lessee's due obligation under the Contract or in relation to the Contract and to submit such security instruments for payment.

11.4 If any security instrument should for whatsoever reason cease to be valid or binding for the Lessee, guarantor and/or co-debtor and/or their respective assets, or if any security instrument should, under the Lessor's opinion, cease to provide sufficient security for the Lessee's obligations under the Contract, the Lessee is required to provide and deliver to the Lessor any additional security instrument requested by the Lessor and enter into any additional agreement and/or other deed needed for validity of any security instrument.

11.5 The Lessor may retain the delivered security instruments after expiry or other termination of the Contract for the purpose of settlement of Instalments, Compensations and other costs arising from or relating to the Contract, which are incurred until returning of the Leasing Object to the Lessor.

## **12. CONTRACT TERMINATION**

12.1 The Lessor may at any time, with immediate effect, unilaterally terminate the Contract by written notice sent to the Lessee in the following cases:

- if the Lessee is in delay with payment of two consecutive Instalments;
- if the Lessee is in delay of more than 5 (five) days with fulfilment of any other obligation under the Contract;
- if the Lessee uses the Leasing Object contrary to the Contract and/or without due care;
- if the Lessee unilaterally changes the purpose of the Leasing Object;
- if the Lessee fails to inform the Lessor on the change of its (personal) data;
- if the Lessee ceases to have residence or temporary residence or registered office or ceased to operate on the territory of the Republic of Croatia;
- if the Lessee dies or if liquidation, bankruptcy or other procedure against the Lessee's assets has been initiated against the Lessee;
- if the Lessee, guarantors and/or co-debtors provided incorrect, incomplete or untrue information concerning their respective data or their respective financial or assets status or other circumstances that could have adversely affect the entry into or the fulfilment of the Contract;
- if the Lessee becomes insolvent or ceases or defers payments or if any of its accounts is blocked;
- if an event, which in the Lessor's reasonable opinion results or may result in material change in the operations, assets, obligations, financial status or business prospects of the Lessee, occurred or is threatening to occur, or if the Lessee's capability to fulfil its obligations under the Contract is or shall be materially undermined;
- if the Leasing Object is destroyed, disposed, permanently lost or not found within certain term;
- if the Leasing Object is not insured during the term of the Contract in accordance with these General Terms and Conditions;
- if any of the security instruments provided by the Contract should for whatsoever reason cease to be valid, and additional security instruments have not been provided following the Lessor's request;
- if the Lessee fails to comply, when using the Leasing Object, with any and all applicable laws and regulations relating to the Leasing Object (e.g. environmental and/or human safety laws and regulations); and
- due to other reasons set out by law, the Contract and/or these General Terms and Conditions.

12.2 In case of Contract termination, the Lessor may calculate and the Lessee is required to settle any and all due and unsettled Instalments and Compensations.

12.3 In case of Contract termination, the Lessor is entitled to be compensated and the Lessee is obliged to compensate to the Lessor for the damages incurred due to Contract termination i.e. damages on grounds of loss of profit. The damages are liquidated in the amount of Instalments that the Lessee would regularly be obliged to pay to the Lessor until regular expiry of the Contract. In this case, the Lessor shall declare all these Instalments due and payable immediately upon Contract termination and calculate to the Lessee the complete amount of debt under the Contract, including all due and unsettled Instalments and Compensations. If in the period between return of the Leasing Object in possession of the Lessor until regular expiry of the Contract, the Lessor sells the Leasing Object or enters into new leasing contract for the Leasing Object, the Lessor shall reduce the aforementioned amount of liquidated damages for the amount of received purchase price or for the value of the new leasing contract pro rata to the remaining time until regular expiry of the Contract.

## **13. RETURN OF THE LEASING OBJECT**

13.1 In case of expiry or other termination of the Contract, and in case the option from clause 14 hereof does not apply, the Lessee is required to return the Leasing Object to the Lessor without any delay, in the place and at the time specified by the Lessor. Otherwise, the Lessor may execute the return of the Leasing Object at the risk and cost of the Lessee. In such case, the Lessor may directly enter into possession of the Leasing Object without participation of the Lessee, and the Lessee waives in advance of any and all objections and rights to possession protection. If the Leasing Object is merged, amalgamated or installed in other object owned by the Lessee or other persons, the Lessor may separate the Leasing Object for any such objects.

13.2 The Lessee is required to return the Leasing Object to the Lessor in duly condition, with all accessories, documents and keys. The Lessor may restore the original condition of the Leasing Object at the Lessee's cost (by repair, removal or installation of parts and devices) in case the Leasing Object is not returned in duly condition and is entitled to compensation of damages from the Lessee.

13.3 All installations in and amendments to the Leasing Objects, which are not removed before return of the Leasing object, shall become the ownership of the Lessor at the time of return of the Leasing Object. The Lessee is not entitled to reimbursement of costs or to compensation for installed improvements in the Leasing Object.

13.4 On the occasion of return of the Leasing Object, the Lessor's authorised person shall make the Minutes on return of the Leasing Object, at the Lessee's cost, stating any and all defects on the Leasing Object. The said Minutes shall serve for the purpose of establishing the value of the Leasing Object after expiry or other termination of the Contract, whereby the valuation of the residual value of the Leasing Object shall be performed by the court expert appointed by the Lessor. If the Lessee fails to object to the Minutes immediately, it shall be deemed that it has no objections.

13.5 If the Lessee is in delay with the return of the Leasing Object, it shall be required to pay the compensation for the use of the Leasing Object after expiry or other termination of the Contract i.e. after the obligation to return the Leasing Object arises, in the Instalment amount for each commenced month of delay.

#### **14. OPTION OF PURCHASE OF THE LEASING OBJECT**

14.1 Upon expiry of the Contract and after settlement of all Instalments and Compensations under the Contract (such as interests, taxes and other costs and expenses), the Lessee shall acquire the right to transfer of ownership of the Leasing Object.

14.2 The Lessee may designate a third party who shall, instead of the Lessee and under the same conditions, acquire the Leasing Object.

14.3 Upon fulfilment of conditions from clause 14.1 hereof, the Lessor shall within 15 (fifteen) days deliver to the Lessee the documents needed for the transfer of ownership of the Leasing Object, whereby the Lessee shall settle any and all costs and expenses related to the transfer of ownership and registration of the Leasing Object in the name of the Lessee, including the relevant transfer taxes and VAT. If the Lessee refuses to implement the transfer of ownership of the Leasing Object, the Lessor may undertake all actions needed for such transfer of ownership at the expense of the Lessee.

14.4 If at the time from clause 14.3 hereof the Leasing Object is in the possession of the Lessor, the Lessor shall within the same term from clause 14.3 hereof deliver the Leasing Object into the possession of the Lessee at the expense of the Lessee. If the Lessee refuses to take over the possession of the Leasing Object, the Lessor may undertake all actions needed for the hand over of the possession of the Leasing Object to the Lessee or for hand over of the Leasing Object to another person in safekeeping for account of the Lessee, all at the expense of the Lessee.

14.5 In case of termination of the Contract, the Lessor may but is not required to offer to the Lessee to purchase the Leasing Object, which does not affect the Lessor's right to dispose of the Leasing Object at its own discretion.

14.6 In case of purchase of the Leasing Object under clause 14.5 hereof, the Lessee shall settle any and all costs and expenses related to the sale, transfer of ownership and registration of the Leasing Object in the name of the Lessee, including the relevant transfer taxes and VAT.

#### **15. DAMAGES**

15.1 In case of damage to the Leasing Object, the Lessee is required to report the damage, without any delay, to the insurer insuring the Leasing Object, to undertake any and all necessary measures and actions specified by the Leasing Object insurer with respect to the duly and timely reporting, valuation and indemnification, and to provide evidence thereof to the Lessor.

15.2 After indemnification by the insurer, the statement for the insurer shall be signed exclusively by the Lessor who shall receive the indemnification payment. If total damage of the Leasing Object should be established, the Contract shall be terminated in accordance with clause 12 of these General Terms and Conditions.

15.3 If, in case of any damage, the damage shall not be entirely covered by the insurer, the Lessor may charge the difference up to the amount of actually incurred damage to the Lessee. The Lessor shall not be liable for the damage to or for the loss, disappearance or theft of the Lessee's or third party's movables located in the Leasing Object.

15.4 If, under the terms and conditions of insurance, the insurer is not required to compensate the damages, then the Lessee shall be required to compensate to the Lessor the actually incurred damage and thereto related costs i.e. to restore the original state of the Leasing Object at its own cost. If the original state of the Leasing Object cannot be restored, and the insurer is not required to compensate the damages, then the Lessee shall be required to compensate to the Lessor the actually incurred damage and thereto related costs, and the Contract shall be terminated in accordance with clause 12 of these General Terms and Conditions.

15.5 Occurrence of damage or damage to the Leasing Object shall not give raise to the Lessee's claim for reduction of Instalments or other claims under the Contract.

15.6 In case of accident, the Lessee is required to inform, without any delay, the competent port captaincy and the Lessor and to deliver the Leasing Object, at its own cost, to the repair shop designated by the Lessor for repair of the Leasing Object. The order for repair of the Leasing Object shall be given by the Lessor, and the repair costs shall be settled by the Lessee, if not settled by the insurer.

15.7 In case of theft of the Leasing Object or in case of other offence concerning the Leasing Object, the Lessee is required to file, without any delay, the relevant application to the competent authority and to request for the relevant minutes, which shall be provided to the Lessor within 3 (three) days. If the Leasing Object and/or if the offender is not found within 30 (thirty) days from filing the application, the Contract shall be terminated in accordance with clause 12 of these General Terms and Conditions.

15.8 For avoidance of any doubt, the Lessee is exclusively liable for any damage that may incur to the Lessee, its employees, clients and/or any third party in connection with the use of the Leasing Object or on any other grounds connected with the Leasing Object.

## 16. OTHER PROVISIONS

16.1 The Contract and any amendments thereto shall be valid only if made and executed in writing. Any and all notices and statements to be given under or in relation to the Contract shall be made in writing, including the notices on amendments to these General Terms and Conditions. Adjustments to Instalments or Compensations due to change of exchange rate, payment currency or interest rates shall not be deemed as amendments to the Contract and shall not require the Lessee's consent or approval.

16.2 The Lessor may assign, in whole or in part, its rights and obligations under the Contract to a third party of its own choice. The Lessee may assign, in whole or in part, its rights and obligations under the Contract to a third party only with prior written approval of the Lessor.

16.3 The Lessee may set-off its claims against the Lessor with the Lessor's claims against the Lessee only with prior written approval of the Lessor.

16.4 The Lessee is required to notify the Lessor in writing of any change of its (personal) data and of the data needed for valuation of the Lessee's solvency, as well as of any other data following the Lessor's request. The said notice shall be sent via registered mail and shall produce effects as from receipt thereof by the Lessor. Until receipt of such notice by the Lessor, any and all notices sent to the Lessee to the address stated in the Contract, or to the address subsequently notified to the Lessor in accordance with this clause, shall be deemed as valid.

During the term of the Contract, the Lessee is required to deliver to the Lessor its annual accounts, together with the auditor's report if such annual accounts are subject to mandatory audit, until 30 April of the current year for the previous year.

16.5 If any provision of the Contract or these General Terms and Conditions should become invalid, such invalidity shall not affect the validity of other provisions and the Parties agree to replace such invalid provision with a valid provision reflecting the Parties' will.

16.6 The Lessee, guarantor and/or co-debtor and/or their respective authorised representatives – physical persons – agree with the collection, use, processing and transfer of their personal data for the purposes of Contract management, and particularly with the transfer of their respective personal data within Société Générale Group in Croatia and abroad, and with the transfer of their respective personal data to other authorised persons (e.g. the court, administrative authorities, insurance companies and similar) who are, under the law, authorised to request the delivery of such personal data.

16.7 The Leasing Act or the Code of Obligations (general provisions) shall appropriately apply to the relations, which are not particularly regulated by the Contract or these General Terms and Conditions.

16.8 The Parties undertake to amicably settle any and all possible disputes arising from the Contract. In case of dispute, the Parties agree on the competence of the court seated in Zagreb.

16.9 These General Terms and Conditions shall entered into force on the day of their adoption and shall apply as from 04.12.2009.

*The Lessee has read the Contract and these General Terms and Conditions and, in witness thereof, signs these General Terms and Conditions on the date specified in the Contract.*

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Lessee