



Casa Bianca Group S.r.l. in liquidazione

Cantieri Nautici
Centro Commerciale Laghi di Sibari
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Tel. +39 0981 79027
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This is a translation from the Italian text. In case of contentions or disagreements, the Italian text shall prevail over the English and German translation

Contract of mooring

Esteemed Management Casa Bianca Group S.r.l.

The undersigned

I confirm the order
.....

For the boat of my property

1. **Characteristics**

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.....

2. **Conditions**

- a) The allotted mooring place is marked by n° and it will not as a rule be subject to any change during our relation, it being understood that "Casa Bianca Group S.r.l." has the power to change it or replace it with another suitable berth informing the customer.
- b) The right of mooring is absolutely personal, it is not transferable and can be used exclusively for the above-mentioned boat.
- c) Duration of the commitment from
- d) Rate:€VAT included, to be paid in advance. The user can in no case ask for any refund for periods in which the mooring place has not been used.
- e) Renewal: this mooring/sheltering order is tacitly renewed for one year unless one month before the first or subsequent expiry one of the parties gives notice to the other through registered letter. The tacit renewal is not granted for periods shorter than one year. The renewal will take place on the grounds of the rates in force at the time of the renewal itself. The rates will be put up in the offices of "Casa Bianca Group S.r.l." and the user must be acquainted with them. The amount due for the renewal shall be paid in advance.
- f) Advance notice: if the user gives advance notice of the current contract he shall be bound to pay the amount according to the daily and monthly rates in force (see art.2 and sub.e) from the time of the drawing up or renewal of the contract up to the time of the notice which shall be given to "Casa Bianca Group S.r.l." through registered letter; pay an amount equal to 15% of the rate (see sec.d) as a penalty and expense reimbursement relating to the period intervening from the time of the notice to the expiry of the contract. The occupation of the mooring place after the communication of the notice will imply the payment of an amount calculated according to the daily and weekly rates..
- g) When the boat arrives for the first time the user shall acquaint the staff of "Casa Bianca Group S.r.l.", according to the law, with the arrival of the boat at the wet dock; give his word that the boat is in conformity with the provisions of the law (even for the temporary admission) and it is provided with the prescribed documents of circulation which shall be shown, on demand, to the staff of "Casa Bianca Group S.r.l."; provide for the mooring in the place which will be allotted by "Casa Bianca Group S.r.l." using his own ropes. The user is totally responsible for the way the mooring is carried out and for the efficiency and adequacy of the ropes used. "Casa Bianca Group S.r.l." reserves the right to supply the ropes or replace them if it should deem that the ones used by the user are unfit, though it has no obligation to do it or consequent responsibility. It is forbidden to drop anchor.



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- h)** This mooring contract does not involve in any case the taking of the boat which remains at disposal and in possession of the user and therefore "Casa Bianca Group S.r.l." is not responsible for vandalism, thefts, general damage, loss of objects, money or valuables (ashore or aboard) in the wet dock.
- i)** "Casa Bianca Gosup S.r.l." is not responsible for damage from theft or fire of the boat if not within the limits of what is liquidated by the Insurance Company according to the policies drawn up by this Company and whose copies are at disposal of user in the offices of "Casa Bianca Group S.r.l.".
- l)** "Casa Bianca Group S.r.l." does not answer for launching cradles, damage to motor vehicles and equipment of the user if this Company does not have them in safekeeping against payment of a special fee specified in a separate written agreement.
- m)** Moreover, "Casa Bianca Group S.r.l." is not liable for damage to boats owing to mooring and sailing mismanoeuvres, rope tension and arrangement of the water craft.
- n)** The user is fully responsible for damage to a third party, things, facilities (including the harbour facilities) caused by his water craft or any person aboard.
- o)** All services, mooring, and sheltering will be ordered and settled from time to time in compliance with the rates in force at that time which are exposed to the public and at disposal in the offices of "Casa Bianca Group S.r.l." and which must be known to the user. In particular, the works and supplies, except for special written agreements, shall be paid at sight of invoice, cash down and anyway before the boat picks up the moorings or leaves the Dockyard. The user shall bind himself to look over the rates and from now on he shall undertake to accept them.
- p)** By signing this agreement you expressly state that the same contract for mooring and storage is strictly limited to benefits relating to the service in question and not to the transit and access to the porto whose jurisdiction belongs to third parties. In this regard, we underline that the shipyards have always been provided with autonomous and alternative incoming and outgoing access by land.
- q)** "Casa Bianca Group S.r.l.", in default of payment of the amounts agreed upon and at any rate due by the user, is empowered to draw a sight draft on him liable to issue and collection charges. Moratory interests with a six-point extracharged bank rate shall weigh on the debt due without notice of state of default.
- r)** In case the user should be insolvent, "Casa Bianca Group S.r.l." has the lien and the right to proceed in compliance with the rules laid down by the Civil Code for the selling of the pledge.
- s)** The regulation: written overleaf or enclosed is an integral part of this confirmation..
- t)** As far as the users residing in Italy are concerned, any notice or communication is valid at their house or domicile indicated on signing the contract or at the place subsequently indicated by registered letter. Foreigners or those who reside outside Italy are considered to be resident care of the Mayor of Cassano Jonio (ex sec.47 of C.C.) where notices and communications pertaining this relation will be sent.
- u)** All the controversies that may rise between the users and "Casa Bianca Group S.r.l.."concerning the relations described in this commitment shall be under the cognizance of the Court of Castrovillari within the respective cognizances.

Read,, confirmed and undersigned

According to sec.1341-II par. of the Civil Code. The user declares he approves expressly and specifically of the regulations -of the sections 2, letters e),f), h), i),l), m), n), p), r) , t), u) of the aforesaid conditions.

Signature