

GENERAL TERMS AND CONDITIONS – YACHT CHARTER

Bareboat Charter and Skippered Charter · Effective: 2 September 2026

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These GTC apply only to yacht charter of SONEA or to yacht charter services of Sonea Catamaran Charter d.o.o. expressly identified in the Booking Confirmation. Separate terms should be used for cabin charter/shared sailing trips, training, flotillas or package-travel services, if offered.

1. Scope and contracting party

These General Terms and Conditions ("GTC") apply to yacht charter contracts concluded with Sonea Catamaran Charter d.o.o. (the "Charter Company", "Sonea" or the "Company"). They apply to Bareboat Charter and Skippered Charter unless an individually agreed provision in the Booking Confirmation states otherwise.

The Charterer is the person identified in the Booking Confirmation. Where the Charterer is a consumer, all mandatory consumer-protection rights remain unaffected. The yacht may be owned by an affiliated company or third party; unless the Booking Confirmation expressly states otherwise, Sonea remains the contracting party for the charter services identified there.

2. Contract documents and order of precedence

The charter contract consists of (1) the Booking Confirmation / individual price and service schedule, (2) these GTC, (3) the Yacht Charter & Handover Agreement, (4) the Handover Check List, (5) the Inventory List and (6) the Crew / Guest List. Individually negotiated terms and mandatory law prevail over standard terms.

These GTC must be made available to the Charterer before or at contract conclusion on a durable medium or in a form that can be stored. First presentation at boarding is not intended to retroactively replace terms that were not validly incorporated earlier.

3. Booking and contract formation

Offers are valid for the period stated in the offer. The contract is concluded when Sonea confirms the booking in writing or accepts the agreed deposit and confirms the booking. The specific yacht, charter period, charter type, base, included services, extras and prices are set out in the Booking Confirmation.

Where a booking is made through an agency, the agency acts only as an intermediary if the Booking Confirmation identifies it as such. Payment to an agency discharges the Charterer only where the agency has been authorised to receive payment for Sonea.

4. Price and payment

Unless individually agreed otherwise, 50% of the charter price is due within 7 days after Booking Confirmation and the balance is due no later than 42 days before embarkation. For bookings made within 42 days before embarkation, the full amount is due immediately.

The charter price includes only the services expressly stated in the Booking Confirmation. Fuel, marina/harbour fees outside the home base, tourist or local taxes, provisioning, skipper meals, optional extras, special cleaning and other usage-dependent costs may be additional.

If payment is overdue, Sonea may set a reasonable grace period and, after it expires without payment, terminate the booking. For a very late booking, a grace period may be unnecessary where performance could otherwise no longer be arranged in time. Statutory default interest and reasonable legally recoverable collection costs remain reserved.

After contract conclusion, the agreed charter price will not be unilaterally increased. This does not prevent charges for additional services requested by the Charterer or newly introduced/changed mandatory governmental charges directly applicable to the charter and outside Sonea's control; such charges will be transparently identified.

5. Cancellation by the Charterer

Unless the Booking Confirmation contains a different individually agreed cancellation schedule, the following charges apply: cancellation more than 42 days before embarkation: 50% of the charter price; cancellation 42 days or less before embarkation: 100% of the charter price. Separately stated usage-dependent costs and optional services not yet provided will not be charged or will be refunded unless Sonea has already incurred a binding, non-refundable cost specifically for the Charterer.

If Sonea successfully re-charters the same period, the net amount actually recovered will be credited against the cancellation charge, less unavoidable additional costs and a reasonable administration fee not exceeding EUR 200. There will be no double recovery.

The Charterer may prove that Sonea suffered no loss or a substantially lower loss where mandatory law requires this or where a fixed cancellation charge would otherwise be disproportionate. Appropriate charter/travel cancellation insurance is recommended.

For a distance booking made for a specific charter date or period, there is no statutory 14-day withdrawal right to the extent the exception for fixed-date accommodation, leisure or comparable services in Article 86(1)(12) of the Croatian Consumer Protection Act applies. Any mandatory rights under the law applicable to the consumer remain unaffected.

6. Change or failure to deliver by Sonea

Sonea shall make the booked yacht available at the agreed place and generally at the agreed time. If SONEA is unavailable, Sonea may offer a substitute yacht that is overall equivalent or better in size, equipment and intended use. If the substitute is materially lower in value, an appropriate price difference will be refunded.

If handover is delayed for a reason attributable to Sonea by more than 4 hours, the Charterer is entitled to an appropriate pro-rata refund for material unavailability beyond that period. If neither the booked yacht nor a reasonable substitute can be supplied and the delay exceeds 24 hours or one quarter of the total charter period, whichever is shorter, the Charterer may terminate the unperformed part and receive a refund of the amounts paid for that part and unused prepaid extras. Mandatory further rights remain unaffected.

Weather-related changes to route, harbour or itinerary are not a failure to deliver if the yacht is otherwise contractually available and safe to use. On a Skippered Charter, the skipper decides the safe nautical operation.

7. Handover, condition and inventory

The yacht shall be handed over in a seaworthy condition generally suitable for the agreed use and with the required safety equipment. Visible condition, known defects and inventory are recorded in the Handover Check List and Inventory List.

The Charterer has an opportunity to inspect the yacht before departure and ask questions about operation. Signing the handover confirms only the visible and recorded condition and does not waive rights concerning latent defects or mandatory statutory rights.

Minor defects that do not affect safety or the material use of the yacht do not automatically entitle the Charterer to refuse delivery; statutory remedies for actual material impairment remain unaffected.

8. Bareboat Charter – qualification and responsibility

For a Bareboat Charter, the Charterer shall designate a responsible skipper who holds all licences, radio certificates and practical experience required for the yacht, flag and cruising area. Original documents may be inspected before handover. If, following a reasonable briefing, there are objectively justified doubts about safe operation or required documents are missing, Sonea may require a professional skipper at the Charterer's cost, if available. If this is not possible or is refused, Sonea may refuse handover. Where the reason lies within the Charterer's sphere, the cancellation provisions apply accordingly.

The Bareboat skipper is responsible for navigation, safe operation, voyage planning, weather monitoring and compliance with the nautical rules applicable in the cruising area.

9. Skippered Charter

On a Skippered Charter, the professional skipper supplied or arranged by Sonea has nautical responsibility for navigation and safe operation. The skipper may change the route, anchorage, harbour, departure time or daily itinerary where reasonably required for weather, safety, technical or operational reasons.

The Charterer and guests shall follow reasonable safety and operational instructions. They remain responsible for damage caused by their own fault. Unless separately booked, the skipper is not responsible for childcare, cleaning, cooking or hostess services.

Where stated in the Booking Confirmation, the Charterer shall provide reasonable meals and suitable sleeping accommodation for the skipper during the charter.

10. Use of the yacht and safety rules

The yacht may only be used for the agreed private charter purpose, within the agreed cruising area and within the permitted/reported number of persons. Everyone on board must be included on the Crew / Guest List.

Sub-chartering, commercial carriage by the Charterer, racing/regattas without written approval, unlawful activity, dangerous/prohibited goods, unauthorised technical modifications and use outside agreed cruising restrictions are prohibited. Pets require prior written approval.

On a Bareboat Charter, the yacht shall be operated in accordance with good seamanship and with an appropriate safety margin. Unless expressly authorised, departure is prohibited where forecast conditions are Beaufort 7 or above; even below that threshold, departure must not take place if local conditions, sea state, crew capability or yacht condition make the intended voyage unsafe. The wind threshold is not a representation that lower conditions are automatically safe.

Night navigation is permitted only where allowed by the handover/cruising instructions and where the skipper is suitably qualified; Sonea may prohibit night navigation in the Booking Confirmation or at handover. The itinerary must be planned with sufficient margin to ensure timely return.

The Bareboat skipper shall perform the reasonable daily checks explained at handover (for example bilge, engine/coolant condition, visible leaks and energy supply) and follow onboard operating and safety instructions.

11. Damage, grounding, accidents, salvage and technical problems

Every grounding, collision, casualty, significant damage, theft, loss, safety-related malfunction or other material technical irregularity must be reported to Sonea immediately, even if no external damage is visible.

The Charterer/skipper shall follow reasonable instructions regarding underwater inspection, diver checks, haul-out or technical assessment. Where required, the competent harbour authority, police or other authority must be informed and reasonable photographic/documentary evidence preserved.

Major repairs, dismantling or technical interventions must not be commissioned or undertaken without prior approval from Sonea, except where immediate action is reasonably necessary to protect persons or prevent serious further damage.

Salvage or towing agreements shall, where circumstances permit, be concluded only after consultation with Sonea. In an immediate emergency, safety of persons and the yacht takes priority.

Technical failures not caused by the Charterer or guests are not Charterer-caused damage. Sonea must be given prompt opportunity to diagnose and remedy the issue. Failure of an individual non-safety-critical comfort item does not automatically make the entire yacht unusable; mandatory remedies for material impairment remain unaffected.

12. Security deposit

The security deposit stated in the Booking Confirmation must be provided no later than handover in the agreed form. It secures justified claims for damage/loss attributable to the Charterer, skipper, crew or guests, missing inventory, extraordinary cleaning, unauthorised late return and other documented costs for which the Charterer is legally or contractually responsible.

After return, the deposit shall be released without undue delay where no justified claim exists. If an incident requires technical or insurance assessment, Sonea may temporarily retain a reasonable amount or maintain a card authorisation to an appropriate extent and will inform the Charterer of the reason. Any undisputed balance shall be released. Card/bank processing times are outside Sonea's control.

The deposit is not a general contractual cap on liability. Liability beyond the deposit may arise, in particular, where loss is caused by wilful misconduct, gross negligence, unlawful/unauthorised use, or a culpable breach causing an insurer lawfully to deny/reduce cover or exercise recourse, and in other cases permitted by law.

13. Insurance and liability

The yacht is insured under yacht insurance maintained by the owner and/or Sonea, subject to the applicable insurance terms. This does not replace the Charterer's personal travel, accident, baggage, cancellation or skipper liability insurance.

Sonea is liable under applicable mandatory law for proper performance of its contractual obligations. Liability for wilful misconduct, gross negligence, and death or personal injury is not excluded or limited. Any legally permitted limitation for other loss can apply only to typical, foreseeable loss and cannot exclude mandatory consumer rights.

The Charterer is liable for damage caused by his or her fault and, to the extent permitted by law, for damage caused by persons to whom the Charterer permits use of the yacht or its equipment. Normal wear and tear, material fatigue and technical defects without culpable causation are not charged to the Charterer.

Personal belongings remain the responsibility of guests. Sonea is liable for loss or damage only as provided by law.

14. Return and late return

The yacht must be returned at the agreed place and time in substantially the same condition as delivered, normal wear and tear excepted, with all inventory, keys, documents, tender and outboard present. Fuel, water, holding tanks, final cleaning and waste are dealt with as stated in the Booking Confirmation and Handover Check List.

Expected delay must be reported immediately. Adverse weather does not automatically release the Charterer from the return obligation; voyage planning must include a reasonable weather margin. For an unauthorised late return, the Charterer is responsible, to the extent permitted by law, for reasonable documented additional costs and foreseeable loss, including necessary transfer/crew/base expenses and a demonstrably affected following charter. There is no double recovery.

If the charter ends at a port other than the agreed return port without prior approval, the Charterer shall bear reasonable documented repatriation costs to the extent the deviation is attributable to the Charterer.

15. Force majeure and extraordinary circumstances

Force majeure / extraordinary unavoidable circumstances are events outside the reasonable control of the affected party, such as governmental closures, war, severe natural events, extraordinary harbour/area closures or comparable events. Ordinary weather changes and conditions typical for the cruising area are part of voyage planning and are not automatically force majeure.

If performance before or during the charter becomes temporarily or permanently impossible due to such an event, the parties will seek a reasonable substitute, rebooking or adjustment. Payment, refund and other legal consequences are governed by mandatory applicable law and by the services actually capable of being performed.

Personal circumstances of the Charterer, such as illness, flight delay or entry problems, are not force majeure within Sonea's performance sphere; suitable travel/cancellation insurance is recommended.

16. Complaints and alternative dispute resolution

Any problem during the charter should be reported promptly to the stated Sonea emergency/base contact so that reasonable assistance can be attempted. This does not restrict statutory warranty or consumer rights.

Written consumer complaints may be sent to Sonea Catamaran Charter d.o.o., Bartolići 43, 10000 Zagreb, Croatia or by email to hi@katamaran-sonea.de. Sonea will respond to written consumer complaints within the statutory period, currently generally within 15 days of receipt.

If a consumer complaint cannot be resolved directly, Sonea will, where legally required, provide information in its response about suitable recognised alternative dispute resolution (ADR) bodies and whether it will participate in a relevant procedure. The former EU Online Dispute Resolution (ODR) platform was discontinued on 20 July 2025 and is therefore no longer stated as a complaints platform.

17. Data protection, crew data, tracking and media

Personal data may be processed for booking and contract administration, legally required crew/guest reporting, safety, communication with authorities, insurance, payment processing and customer communication in accordance with applicable data-protection law, including the GDPR. Further details are contained in the privacy notice made available to the Charterer. The yacht may use tracking/telemetry systems for safety, theft prevention, operational and insurance purposes. Data will be used only for legitimate and necessary purposes and shared with service providers, insurers or authorities only where required. Identifiable photographs or videos of guests are not released for marketing use merely by accepting these GTC. Where required, separate voluntary consent will be obtained for promotional use.

18. Applicable law, jurisdiction and final provisions

Contracts with Sonea Catamaran Charter d.o.o. are governed by Croatian law. For consumers, this choice of law may not deprive them of mandatory protection that would apply under the law of their habitual residence in the absence of choice, in particular under Article 6 of the Rome I Regulation.

For consumers, international jurisdiction is governed by mandatory rules, in particular Regulation (EU) No 1215/2012 (Brussels I bis). No exclusive Croatian consumer jurisdiction is agreed where such a clause would be legally ineffective. For contracts with business customers, Zagreb, Croatia, is agreed as the place of jurisdiction to the extent legally permitted.

Changes to an already concluded contract require express agreement; a later unilateral amendment of these GTC does not change existing contracts. Sonea may use amended GTC for future bookings.

If any provision is invalid or unenforceable, the remaining provisions remain effective to the extent the contract can continue without it. An invalid consumer term is not automatically replaced by a term that comes closest to Sonea's economic intention; applicable law governs the consequence.

End of GTC · Effective 2 September 2026