



REGULATIONS FOR WINTER STAYING OF A FLOATING VESSEL ON LAND

The Regulations are valid from October 1, 2023

These regulations for winter parking of the vessel on land (Regulations) contain the remaining terms of the Parking Agreement winter vessel on land (Agreement) concluded by the Marina Operator/Lessor with the Tenant, including the conditions ordinal.

The Regulations constitute an integral part of the Agreement.

SUBJECT OF THE AGREEMENT AND LOCATION

§1

1. Under the Agreement, the Landlord gives and the Tenant accepts for use part of the plot situated in Gdynia at ul. Hryniewickiego 10, intended for winter parking of the vessel (Subject of the lease)
2. The area of the Subject of the lease corresponds to the outline vessel, in the light of its sides or other external edges, with the Tenant's right to access it from adjacent surfaces.
3. The Tenant consents to the Landlord's access and other tenants to neighboring spaces in relation to the Object of the lease through the area Subject of the lease. The tenant accepts the fact that located in the immediate vicinity of the Subject of the lease parking spaces for other vessels.
4. During the term of the Agreement, the Lessor is entitled to to change the location of the Subject of the lease through indication of another place to park the vessel. By concluding the Agreement, the Tenant declares that the area on where the subject of the lease will be located

in a condition corresponding to the agreed purpose.

5. The Tenant, without the written consent of the Lessor, may not change the purpose of the Leased Object. The Tenant may not hand over the Subject of the lease without the written consent of the Landlord, in whole or in part, to third parties on the basis of any legal title.

STANDBY TIME

§2

1. The contract is concluded for the specified period specified therein.
2. The Lessor reserves the right to terminate Agreements with immediate effect if the Tenant is in arrears with the due rent or other fees or uses the Subject of the lease in a manner inconsistent with the Agreement or otherwise violates it.
3. The Lessor is entitled to terminate the Agreement 14-day notice period in the case of:
 - the need to carry out renovation works the Subject of the Lease, which are not carried out will give rise to an unlawful state or will threaten the Landlord's life or health or property of persons or will restrict activities the Landlord,
 - if it is necessary to remove a failure, preventing the use of the Subject of the lease provided for in the Agreement or designated in accordance from §1 point 4 of the Regulations, and when the Landlord is not present able to provide the Tenant with another place.

In such a case, the Lessor will make the settlement rental fee for the actual period of storage of the unit floating in proportion to the amount of the fee and the period stopover.

§3

1. The tenant is obliged to remove the unit floating from the Object of the lease and for delivery The subject of the lease to the Lessor no later than the last day of the period for which the Agreement was concluded or in the event of earlier termination of the Agreement - immediately, but no later than 3 days from the date of termination Agreements. If the Tenant fails to perform any of the indicated obligations is the Tenant's obliged to pay the Lessor remuneration (compensations) for non-contractual use from the Subject of the lease in the amount of PLN 200.00 (in words: two hundred zlotys) gross for each commenced dayuse of the Object of the lease.
2. After the termination of the Agreement, the Tenant is obliged return the leased item in an undeteriorated condition, cleaned up.

3. If the Tenant fails to remove the vessel from the Leased Object in accordance with the Agreement, the Lessor, regardless of the provisions of point 1 sentence 2, has the right to remove the vessel from the Leased Object at the Tenant's expense and risk. Therefore, the Lessor is not liable for any damages related to or resulting from it, and the Lessor is entitled, at its own discretion, to hand over the vessel for storage or to leave it in a publicly accessible place or designated for waste.

The Tenant will be provided with documents authorizing him to collect the vessel, including from the keeper, only after the Tenant has reimbursed the Lessor for the costs of removing the vessel, including placing it in storage, and paying the Lessor's other liabilities under the Agreement.

PAYMENTS

§4

1. The rental payment deadline is 14 days from the date issuing an invoice.

2. The Tenant's payment of the Lessor's receivables under the Agreement may be made in cash, by payment card, credit card or online transfer.

3. For the date of fulfillment of obligations by the Tenant the day of receipt by the Lessor under the Agreement is counted funds to the Lessor's bank account. In the event of a delay in payment of the rent and other receivables of the Landlord, the Tenant will pay the Landlord statutory interest for delay in commercial transactions, and in the case of natural persons who are not entrepreneurs, statutory interest for delay, for each day of delay in payment. All bank fees and commissions related to transfers to the Lessor under the Agreement are borne by the Tenant.

4. The Tenant authorizes the Lessor to exhibit VAT invoices without the recipient's signature. The Tenant declares that consents to the issuance by the Lessor VAT invoices, corrections of VAT invoices and their duplicates in electronic form (PDF format) and sending them to the Tenant to the e-mail address provided by hi - in accordance with the provisions of the Act of March 11, 2004 on tax on goods and services (consolidated text: Journal of Laws of 2021, item 685). The Tenant declares that the address is proper to sending VAT invoices, corrections and corrections of VAT invoices duplicates is the address given in the contract. In case of, when formal or technical obstacles make it impossible issuing and sending VAT invoices, corrections of VAT invoices and their duplicates in electronic form then they will be sent in paper form.

5. When making payments to the Lessor, the Tenant undertakes to always provide data regarding the Agreement or the invoice number to which the payment relates.

RULES OF ORDER

§5

The Tenant is obliged to comply with the Regulations and instructions issued by the Lessor regarding the risks and dangers involved with the presence of a vessel in the Object lease. Failure to comply with the Regulations by the Tenant is the basis for demanding that the Lessor immediately stop the violations and remove their effects.

The Lessor's exercise of all the rights provided for above does not affect the Tenant's liability under the Agreement.

§6

1. For the technical condition of the vessel, the mode and manner of its operation location in the Object of the lease and its indemnification against any damage, incl in various weather conditions, the Tenant is solely responsible.
2. The subject of the lease and parking of the vessel is unguarded. The Lessor is not liable for the possible loss of the vessel or its destruction or damage caused during parking, the same the Lessor is not responsible for a vessel left in the Object of the lease, its equipment or other items left by the Tenant or third party in the vessel or outside of it.
3. The Tenant is liable for damage to the Lessor or third parties caused by the vessel and itself the Tenant, his employees, associates, representatives or persons having access to the Subject of the lease or the vessel with it authorizations, including, among others: the Tenant is responsible for contamination of the Subject of the lease. There is a Tenant obliged to report such damage to the Lessor immediately without notice, at the latest before leaving the Object of the lease.
4. he Tenant is entitled to resign from using the Object of the lease and leave it by the vessel, of which he should inform the Lessor in advance in writing (electronic form is acceptable, sent to the following address: office@marinayachtpark.pl). In such a case, the rent the lease is not refundable for the unused period both in part and in full.
5. The Lesser is entitled to prevent the vessel leaving the Subject lease, as well as the area of the Fishing Port (its detention) until settled by the Tenant any liabilities arising from the Lessor from the Agreement, including repair of damages or payment, as well as fees for non-contractual payments use of the Subject of the lease.

6. Before leaving the Object of the lease, the Tenant should check the condition of its security before unauthorized access by third parties and damage to the Lessor and third parties causing damage.

7. In the event of loss, destruction or damage to the unit floating vessel, as well as in the event of fire, the Tenant and other persons present on the premises of the Subject of the lease, indicated above in point 2, are obliged to notifying the Police and/or Fire Department.

8. Occupation or abandonment of the Leased Object by watercraft should be carried out in a manner ensuring the safety of property and people, incl. Lessor, Tenant and third parties. The Lessee is responsible for the correct conduct of the operation.

9. Smoking is prohibited on the Leased Premises, use of fire, as well as turning on and testing the engine.

10. It is prohibited to use the Subject of the lease with a leaky fuel tank of the vessel, oil or other fluids, as well as with damaged ones engine.

11. Stay of the Tenant and other persons in question above in point 2 is only allowed in connection with the vessel mooring.

12. On the subject of the lease, with the exceptions indicated in the sentence secondly, renovation work is prohibited and modernization of the yacht, as well as other tasksactivities that may harm the Lessor or third parties. The Tenant is entitled to winter accommodation engine maintenance and hull painting antifouling, provided it is appropriate securing the place where these works are performed against causing damage to the Lessor or third persons. The commencement and completion of work must be reported to the Lessor.

ANTI-CORRUPTION CLAUSE

§7

1. The Landlord and the Tenant declare that In connection with the performance of the Agreement as well as using each other form of the Subject of the lease will be retained appropriately care and will apply to all legal provisions applicable to the Parties in the scope counteracting corruption, both directly and acting through controlled or related business entities of the Parties.

2. Each Party additionally certifies that in connection with the performance of the Agreement and when using the Subject of the lease in any other form, it will comply with all applicable Parties' requirements and internal regulations regarding standards of ethical conduct, counteracting corruption, legal settlement of transactions, costs and expenses, conflict

interests, giving and accepting gifts, and anonymously reporting and clarifying irregularities, both directly and acting through controlled or related business entities of the Parties.

3. The Parties ensure that in connection with the conclusion and implementation Contracts as well as using in any other form the Object of the lease, neither of the Parties nor any of their, respectively, owners, shareholders, shareholders, management board members, directors, employees, subcontractors nor has any other person acting on their behalf made, offered or promised to make or authorized, or will not make, propose or promise to make or authorize any payment or other transfer constituting a financial or other advantage, or any other advantage, directly or indirectly, to any of the following:

- no board member, director, an employee or an agent of a given party or any controlled or related business entity of the Parties,

- any person performing a public function,

- any political party, member of a political party, or to a candidate for public office;

- to any agent or intermediary in exchange for paying any of the above;

- or to any other person or entity – for the purpose obtaining their decisions, influence or actions that May result in any unlawful activity privilege or in any other way improper purpose if such action violates or would violate the law in scope counteracting corruption.

4. The Parties are obliged to immediately inform each other about any violation of the provisions of this paragraph. Upon written request of one of the Parties, the other Party will provide information and answer reasonable questions of the other Party regarding the performance of the Agreement in accordance with the provisions of this paragraph.

5. In order to properly perform the obligation referred to above, each Party certifies that during the period of implementation of the Agreement as well as use in any other form from the Subject of the lease provides each person acting in good faith, the option of anonymously reporting irregularities via anonymous system for reporting violations placed on the website www.phnsa.pl “PHN Group - Compliance – Contact us” tab with us – Reporting violations.

6. The parties acknowledge that the violation of the anti-corruption clause by one of them, entitles the other to termination of the Agreement without notice termination and also prevents use in any other form from the Object of the lease.

PERSONAL DATA PROTECTION

§8

1. The Tenant acknowledges that his personal data and that of persons designated by him will be processed for the purpose of implementing the Agreement (pursuant to Article 6 (1). letter b of the General Data Protection Regulation personal data 2016/679 - GDPR) and possible pursuit of claims arising therefrom (Article 6(1)(f) GDPR).
2. Providing personal data by the Tenant is required voluntary, but is an enabling condition for the conclusion of the Agreement.
3. The administrator of the Tenant's personal data and all persons indicated by him is Dalmor Property Management Sp. z o. o. in Gdynia.
4. In the scope of exercising its rights, the Tenant and All persons indicated by him may be contacted with the data administrator at: rodo@dalmor.pl.
5. Personal data of the persons indicated in point 1 will be processed for the duration of the Agreement and after its termination for the period indicated in the specific provisions, including the period entitling to pursue claims and the storage period required by the control authorities.
6. The persons indicated in point 1 have the right to demand access to your personal data, rectification, deletion or restriction of processing and the right to submit a complaint to the President of the Data Protection Office Personal data if it is found that the Data Administrator has violated the provisions on the protection of personal data.
7. Personal data will not be processed in an automated manner, including profiling.

OTHER PROVISIONS

§9

1. The vessel using the Subject of the lease should be covered by current insurance, including property insurance, third party liability insurance and personal accident insurance (NNW) - of its owner or holder. It is recommended to insure your Vessels against theft.

§10

1. The Lessor has the right to carry out inspection of the Leased Object in order to assess the correctness of the implementation of the provisions of the Agreement, as long as it does not affect the Tenant's liability under the Agreement.
2. The Lessor's liability towards the Tenant under the Agreement does not cover under any circumstances benefits lost by the Tenant.
3. The Tenant undertakes to comply with order, sanitary, safety and fire regulations. and environmental protection. The Tenant undertakes to read and comply with fire safety instructions, the content of which is available on the website www.dalmor.pl

§11

1. All matters related to operation, failures, organizational and other matters should be reported the administrator indicated by the Lessor. Correspondence regarding this matter should be maintained in writing or electronically to the following address:
office@marinayachtpark.pl
2. The Tenant undertakes that any delay or delay in the exercise or failure by the Party to exercise any right it has under the Agreement shall not constitute a waiver of that right.
3. The Tenant consents to the Landlord taking photos, videos and other promotional materials of the Landlord with the participation of the Tenant's vessel using the Object of the lease, as well as free use of such materials in any form and in any way for the marketing purposes of the Landlord, as well as directly and indirectly related companies. with the Lessor within the Capital Group of Polski Holding Nieruchomości S.A. in Warsaw (Grupa Kapitałowa spółki Polski Holding Nieruchomości S.A. w Warszawie).

§12

4. For the purposes of the Contract, the term "Force Majeure" shall mean the following events that are beyond the reasonable control of the Lessor such as strikes, war, riots, terrorist act, natural disaster (flood, fire, windstorm), airplane crash, accidents, archaeological discoveries, objections to permits required to carry out construction work construction, significant disruptions or restrictions in the supply of utilities or storage materials or manpower.

FINAL PROVISIONS

§13

1. If any of the provisions of the Agreement would become or be declared illegal, invalid or unenforceable, then this fact will not affect the remaining provisions of the Agreement, which shall remain in full force and effect.
2. The Lessor declares that correspondence regarding the implementation of the Agreement should be sent to the following address: DALMOR Property Management Sp. z o.o., 81-340 Gdynia, ul. A. Hryniewickiego 10.
3. The Tenant undertakes to provide immediate written notice notifying the Lessor about a change of his address. Failure to notify about the change means that attempts to deliver invoices and other correspondence to the Tenant's address indicated in the Agreement are considered effective by the Parties.
4. Any changes to the Agreement must be made in writing under pain of invalidity.
5. Any disputes that may arise from the performance of the Agreement shall be submitted by the Parties to the common court competent for the location of the Subject of the lease.
6. The contract constitutes a trade secret. The Parties undertake to maintain confidentiality and not to disclose the provisions of this Agreement to third parties without the consent of the other Party - from the date of its conclusion until the last day of the 12th month after the expiry of its validity, subject to the requirements arising from applicable legal provisions.
7. In the event of discrepancies between the content of the Agreement and the Regulations, the content of the Agreement shall be binding.

Date of adoption of the regulations: September 6, 2023