

 PORT OF KOTOR	<h1>"LUKA KOTOR" AD</h1>			 sertifikovana prema ISO 9001 i ISO 14001		
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GENERAL OPERATING TERMS FOR BERTH USERS IN THE PORT OF KOTOR WATERS

These General Operating Terms shall apply to all berth users in the "Port of Kotor" JSC Kotor waters.

1. The "Port of Kotor" shall determine the berth for a vessel using services in accordance with its Berth Plan and may, if necessary, move the vessel, which shall be timely notified to the user.
2. A contract on the berth usage is regarded as concluded if the vessel is taken to berth in the port area, at the place designated by the authorized port officer upon the vessel's arrival in accordance with the Berth Plan of the Port of Kotor.
3. When berthing, the berth service user shall provide the authorized officer of the port with documents that allow the vessel to sail out (registration sheet, insurance policy, vignette including the skipper's authorization for vessels flying a foreign flag).
4. The Berth User, as well as the user of the vessel, crew and other persons on board shall:
 - Observe these Operating Terms and Rules of Conduct in the Port of Kotor waters. The ports may cancel the berth due to failure to comply.
 - Equip the vessel with efficient fire-fighting equipment onboard the vessel. The port may require additional fire-fighting equipment if the existing one is found insufficient.
 - Keep the vessel and equipment with the care of a diligent owner. If the port finds that the owner does not care for the property as a diligent owner, measures to preserve the property at the expense of the Berth User may be taken.
 - Disconnect all electrical and water connections every time before leaving the vessel. If this is not done, the port staff may disconnect the connections without notifying the Berth User.
 - Abide by the applicable regulations regarding the stay and navigation within the boundaries of inland waters and coastal waters of Montenegro.
 - Put up a visible name or registration sign on the vessel. If this is not done, the port may put up the corresponding sign at the expense of the Berth User.
 - Equip the vessel with proper high-quality ropes and a tarpaulin. Any deficiencies noted may be eliminated by the port at the expense of the Berth User without prior notice.
 - Compensate for damage to third party vessels and equipment caused by the crew or resulting from poor maintenance of the vessel or equipment.
 - The User shall compensate the Port, or the third party, for any damage caused by him/her, his/her vessel, his/her vehicles, crew and guests to any facility or equipment located within the Port area, owned by the Port or a third party.

- Boat mooring shall be carried out properly, i.e. according to the request of the port staff. If the vessel is not moored, it shall be moored by the port at the expense of the Berth User.
5. Throughout the berth usage, the Port of Kotor shall have no obligation to protect the vessels from various risks, or be responsible for any damage, theft of equipment, fire and other risks arising from berthing the vessels, and in particular it shall not compensate any damage in case of:
- Damages caused by force majeure;
 - Damages caused by stormy weather;
 - Damages caused by war, events similar to war, work stoppage, civil unrest, vandalism and similar events;
 - Damages caused by fire or explosion;
 - Damages caused by theft, appropriation of vessels, vehicles, equipment that may be dismantled from the vessel without breaking in;
 - Damages caused due to any kind of delays, such as loss of earnings, delay in the use of annual vacations, etc.;
 - Damages and costs incurred by removing the wreck and/or its parts in all situations;
 - Damages resulting from hidden defects on the vessel;
 - Damages caused due to malfunctioning electrical or water installations on the vessel, that is due to malfunctioning installations from the vessel to the ports connection;
 - Damages caused by freezing;
 - Damages caused by rodents onboard and in the Port area;
 - Damages resulting from faulty, unskilled or malicious conduct or gross negligence of the owner or user of the vessel, crew or other persons onboard;
 - Damages resulting from no maintenance, neglect or dilapidation of vessels or equipment;
 - Damages caused by the vessel, owner of the vessel, user of the vessel, crew or other person onboard to the property of third parties;
 - Damages caused by cracks or damage to the ropes belonging to the vessel;

- Damages caused by death or injury to any person onboard;
 - Damages caused by pollution of the sea, coast or the port;
 - Damages to the vessel caused as a result of damage by another vessel;
 - Damages resulting from non-compliance with the General Operating Terms for Berth Users in the Port waters, Rules of Conduct and positive regulations in force in Montenegro,
6. No berth in the port shall be sublet to the third parties by the Berth User.
 7. If the Berth User neglects or does not take care of the vessel, the Port shall be entitled to take measures to preserve the property and recover the costs from the Berth User.
 8. The Port shall have the right of retention and pledge on the vessel and the equipment for all outstanding claims that are due for payment.
 9. During the absence of a vessel, the Port may rent a berth to another user. The Berth User shall notify any absence longer than 3 days.
 10. No works shall be carried out in the port area by other companies or persons without special approval and related compensation. Everyone living in the port area shall abide by the "Rulebook on the Rules of Conduct in the Port of Kotor".
 11. No notices on vessels for sale shall be allowed. Port staff shall remove such signs without notice to the Berth User.
 12. Vessels may be used by non-contracting parties only with the written permission of the owner.
 13. Works ordered by the Berth User or an authorized user, crew and other persons onboard not covered by the contractual obligations shall be payable immediately after completion and upon receipt of an invoice. Any complaints shall be reported by the ordering party in writing at least within 8 days upon receipt of the invoice.
 14. The Berth User shall insure the vessel and equipment against standard risks. Uninsured vessels shall not be accepted into the port, and no liability for damages to such vessels shall be accepted.
 15. The User shall report to the Port any change of residence. Therefore, the shipments sent by the Port to the last known address of the user shall be regarded as actually delivered.
 16. The Port shall not be liable for damages and other consequences arising from non-compliance with these Operating Terms, Rules of Conduct in the Port of Kotor waters, and damages resulting from non-compliance of berth users with the provisions of Article 26b of the Law on Ports ("Official Gazette of Montenegro", 051/08 dated 22 August 2008, 040/11 dated 8 August 2011, 027/13 dated 11 June 2013).

17. By mooring in the Port of Kotor, the Berth User Party accepts these general operating terms and agrees to fully exclude any kind of application of the provisions of Title XXI and Title XXII of the Law on Obligations ("Official Gazette of Montenegro", 047/08 dated 7 August 2008, 004/11 dated 18 January 2011, 022/17 dated 03.04.2017), i.e. the application of the provisions relating and applicable to the rights and obligations provided for in the contract on keeping and the contract on storing.