

## TERMS AND CONDITIONS

### 1- General

**1.1.** The provision of the Service identified in the attached “Yacht Form” is regulated by the Italian Law and by the general Terms and Conditions contained herein.

**1.2.** Quantities, deadlines and rates were agreed in detail upon by the parties.

**1.3.** The “Client” has contacted Nautica Assistenza s.r.l.s. (hereinafter referred to as the “Company”) and has received by it all the information which is needed for executing the contract.

### 2- Services provided including, but not limited to:

#### 2.1. Provision of goods

It consists in providing goods that the Company has purchased upon request, indication, for and/or on behalf of the Client.

All goods will be covered by legal guarantee.

The Company won't be responsible for any consequential or accidental damage. Any possible return will be admitted in its original case within 7 days from its delivery, unless the product is damaged or used, without prejudice to the right to withdraw regulated by the Consumer Code, where it can be applied. The Company will only refund the item's price to the exclusion of any other extra cost (including, but not limited to, shipping rates, bank charges, customs fees, etc.).

#### 2.2. Safe-keeping of objects

This service consists in taking delivery and safe-keeping of Client's objects and their restitution to the Client or to a third party which has to be specified by a written declaration.

The Client declares on its sole responsibility that it has the right to freely dispose of the objects it gave to be safe-kept, and that they are no hazard for people or things.

The Company will ensure the safe-keeping according to the diligence as in article 1768 of the Italian Civil Code.

#### 2.3. Logistics

##### Parcel receiving service

It consists in receiving parcels by the Company for or on behalf of the Client, and consequently delivering them to the Client. The Company won't pay in advance for any customs fees, unless it is expressed in writing by the Client.

##### Shipping

It consists in shipping packages and parcels on behalf of the Client. The Client will declare in detail, on its sole responsibility, the contents of the packages/parcels entrusted to the Company, and will provide all the useful information, signing and attaching all the documents required for the shipping.

The Company could inspect the parcel in order to verify the truthfulness of the statements. In case the Client refuses to do so, it will sign a consent form and an accountability.

The Company could perform the shipping as a carrier or entrust the management to a third party, choosing professionals in the sector. The Client should recommend the recipient to express any possible complaint about parcel conditions at the time of delivery. In case of late notice, the Company won't be responsible for damages or alterations.

##### 2.3. Provision of vehicles – Chauffeur service

It consists in providing vehicles with driver, of different types, according to the Client's needs.

The Company will select the supplier among a list of professionals in the sector who are provided with all the authorisations and MTPL insurances.

Rates will be previously agreed upon with the Client and they will include the full and exclusive availability of the vehicle.

The Client shall express in writing every complaint to the service as soon as possible and at the latest within 7 days from the cause of complaint.

##### 2.4. Rental without driver service

It consists in providing vehicles without driver, of different types, according to the Client's needs.

The Company will select the supplier among a list of professionals in the sector.

Rates are calculated on not-apportional daily basis, unless otherwise specified.

Every following step (choosing and checking the vehicle, execution of the contract, payment) will be performed between the Client and the service supplier with whom an independent contract will be stipulated, without any involvement of the Company.

##### 2.5. Miscellaneous supplies

This service consists in renting different types of equipment (water toys, party items, catering equipment) which the Company will make available to the Client.

The Client shall use the equipment in a proper manner and will be liable for damage. Moreover, the Client must pay a suitable deposit which will be commensurate to the value of the service, and it will agree on penalties according to the service requested and provided.

The Client must examine the object of the contract at the time of delivery in order to verify the suitability of the equipment. The lack of complaining about any defective item corresponds with accepting it without reserve. The Company won't be responsible for any possible defective item or for any damage resulting from it. If an item needs to be urgently and mandatorily repaired during the service, the Client must accept it.

The Client shall use the equipment in a proper manner and must return it in the original condition.

The sublease or transfer to third parties of any right concerning the means received by the Client is prohibited.

##### 2.6. Provision of recreational boats

It consists in providing a boat of different type according to the needs of the Client, with a crew or at least captain /skipper.

Rates are calculated on not-apportional daily basis and they will include the full and exclusive availability of the boat.

The Company will select the supplier among a list of professionals in the sector.

Every following step (choosing and checking the boat, execution of the contract, payment) will be performed between the Client and the service supplier with whom an independent contract will be stipulated, without any involvement of the Company.

## 2.7. Provisions

The service consists in providing cooked or raw fresh products, according to the Client's instructions.

On receiving the product, the Client will be required to carry out a visual inspection of it and a check of the delivery note.

Signing the delivery note and not complaining about any defective product as soon as possible and, if not immediately evident, at the latest within 12 hours from delivery, will correspond with accepting the service.

In any case, products of poor quality must be returned to the Company within 12 hours from delivery, except for fish, crustaceans, shellfish, fresh fruit, cooked or prepared food which must be returned within one hour from delivery.

All returns must be kept in their intact original packaging and held at the proper temperature.

No refund or reduction of the price will be granted in case products are not returned within the specified deadline.

## 2.8. Technical intervention

The service consists in coordinating technical interventions on boats available to the Client. The Company may perform the service using third-party professionals at its sole discretion. After the intervention, by accepting the boat without any reserve, the Client will acknowledge having verified and accepted the work performed.

## 2.9. Laundry

The service consists in collecting, dry cleaning or washing garments or textiles delivered to the Company by the Client.

Lead times and rates of the service will depend on the quantity and type of items and will be communicated beforehand.

At the time of collection, the Client will be required to verify the garments and to indicate any defects in the service, which otherwise will be deemed accepted.

## 3- Payments – Delays – Invoicing

**3.1.** Rates will be estimated for each service according to the Client's needs at the time of the request.

Quotes can also be sent and accepted by email.

Any changes related to cancellation and/or withdrawal of the contract may be indicated from time to time by the Company, depending on the requested service.

**3.2.** Each payment must be made by credit card, bank transfer, or cash within limits prescribed by law at the headquarters of the Company, except as otherwise provided. The estimated price may vary due to unforeseen circumstances at the time of placing of the order.

**3.3** Terms of payments are essential and established in favour of the Company.

The subscriber of the "Yacht Form" will be responsible for the payment and/or jointly and severally, and together with the person whose name he may have used.

**3.4.** At the time of placing of the order, the Client shall supply the necessary credit card information which the Company may use to charge the balance of the agreed payment, if full payment is not received within 15 days from invoice issue.

In case of payment delayed with respect to each agreed deadline, the Client will be required to pay a late payment interest to the Company, to the extent and pursuant to Legislative Decree no. 231/2002 and subsequent amendments.

**3.5.** The agreed fees will be explicitly indicated in writing and/or via email beforehand the service is provided.

In order to quantify any work carried out and /or any service provided without a specific order, the Company will apply its usual rates and prices by express agreement between the Parties.

**3.6.** At the time of signing the "Yacht Form", the Client is required to inform the Company about any reason for VAT exemption, providing the relevant documents, otherwise VAT will be charged at the standard rate in the invoice.

**3.7.** The invoice will be issued at the end of each service provided, unless the Client communicates in advance and in good time any special need.

## 4- Privacy policy

In compliance with the obligation of information pursuant to article 13 of the Legislative Decree 196 of June 30<sup>th</sup> 2003 (hereinafter "Privacy Code"), each party states it was informed that:

a) any information concerning the other party, which has been acquired under this contract and/or during the negotiation phase, will be processed in accordance with article 4 of the Privacy Code, both electronically and manually, in order to implement this agreement and fulfil any related obligation of a fiscal nature and /or any other legal obligation arising directly and/or indirectly from this contract.

b) each party may also communicate the same data to:

i) its controlling, subsidiary, and/or sister companies in order to comply with legal obligations in the fiscal field and with regard to the financial report;

ii) public and/or community bodies to whom the same data must be transmitted pursuant to obligations resulting from the law;

iii) banks that offer discount or factoring operations of this agreement and/or of the credits related to it, or to its controlling, subsidiary, and/or sister companies, in order to organise unitary files of their customers, suppliers, business partners and/or counterparts;

c) by signing this agreement, each party authorises the other party to process its data for the above-stated purposes, having been informed about the possibility of exercising the rights referred to in Article 7 of the Privacy Code, including cancellation, transformation into anonymous form or blocking of data unlawfully processed, and the right to oppose their processing for legitimate reasons by written request to be sent to the controller at the above address.

## 5- Applicable Law - Competent Court

The Italian Law will apply for any dispute resolution arising from the interpretation, validity, execution and termination of this proposal and the subsequent preliminary contract, and the competent Court of Tempio Pausania shall have exclusive jurisdiction.

The Company



Pursuant to and for the purposes of Articles. 1341 and 1342 of the Italian Civil Code, we hereby acknowledge that we have read and accepted the provisions of article 1 (General), 2 (Services provided and discharge of liability), 3 (Payments– Delays – Invoicing), 4 (Privacy Policy) and 5 (Applicable Law - Competent Court) of these Terms and Conditions.  
The Company

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TEMP

43°49'03" N  
7°46'30" E

44°18'15.27" N  
9°12'25.78" E

39° 34' 10" N  
2° 39' 0" E

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