

GENERAL MOORING CONDITIONS WITHOUT CUSTODY OBLIGATION

1. DEFINITIONS

For these General Mooring Conditions, the following terms shall mean:

- Company and/or Firm: Lucibello Boat Rental Ltd., VAT 03042910657, headquartered in Positano (SA), via del Brigantino no. 9, in p.l.r.p.t., holder of a maritime state concession;
- User and/or Client: the commander, owner, charterer, conductor, usufructuary, buyer with reserved domain agreement, or user under a financial lease of the pleasure craft;
- Pleasure Craft: the boat, vessel, or yacht moored.

2. ASSUMPTION AND DESCRIPTION OF SERVICE

The Company guarantees, in compliance with the following General Mooring Conditions, which can be consulted on the website www.lucibello.it and upon the stipulation of the related mooring contract to be signed at the ticket offices, the following services:

A) Use by the User of the fixed mooring buoys for the boat located in the Company's mooring field at Marina di Positano;

B) One (1) embarkation and disembarkation service for passengers directly from the pier granted to the Company located at Spiaggia Grande in Positano.

The mooring spot will be assigned upon the arrival of the boat in the harbor, without prejudice to the Company's right to move the boat to another mooring spot for logistical and safety reasons.

The User agrees to comply with what is stated in these general regulations, as well as in the contract to be signed between the parties, in other regulations drafted in implementation of the maritime state concession, and to follow the instructions of the Company, its staff, and current laws on the matter.

Lucibello Boat Rental reserves the right to adopt or modify these General Mooring Conditions at any time. In case of any changes, the General Mooring Conditions in effect on the day of the booking will be applied to each reservation.

3) BOOKING PROCEDURES

The booking can be made through the website www.lucibello.it. The customer must provide all the information requested in the booking form.

Online booking of the Mooring Service on the site www.lucibello.it constitutes an express acknowledgment, understanding, and acceptance of these terms and conditions. The online booking, i.e., through the computer procedures made available by the Company on the website, once completed with the partial or full payment of the mooring fee requested by the Company, constitutes an additional express acknowledgment by the Customer of full acceptance of the General Mooring Conditions and the related fees for the booked period. Any extension of the presence of the Customer's Unit must be made in writing, with the signing of a new contract by the Customer, or completed through the computer procedures made available by the Company on the

Internet. If, in the absence of renewal and/or extension and/or for any other reason, the Customer's pleasure craft remains at the mooring point beyond the term determined in the contract, the Company will unconditionally apply the current daily mooring rates.

Once the order is placed, a confirmation email will be sent from the email address marinadipositano@lucibello.it to the email address provided by the Customer. The confirmation email will include an "Order Number" to be used in any further communication with www.lucibello.it. The email contains all the data entered by the Customer, who must verify its correctness and promptly communicate any corrections according to the methods described in this document.

4) FEE AND PAYMENT METHODS

Once the Booking Form is submitted, the Company verifies the availability and, if positive, sends a confirmation email to the Customer.

The purchase procedure is indicated on the Site. To conclude the contract, the Customer must fill out the Booking Form in electronic format and send it to the Company electronically, following the related instructions.

The Booking Form contains a reference to these General Conditions, including a summary of the essential information about each ordered Service and the related price (including all applicable taxes and fees), the means of payment, and the methods of service delivery.

The Service booking is considered completed at the time of confirmation via email.

The Customer can book the service using all major credit and prepaid cards.

The agreed fee will be paid through electronic payment and/or bank transfer. The use of the services is conditioned upon full payment of the agreed price.

If payment is not made, the Company reserves the right not to authorize the use of the services in question.

5) INVOICE AND/OR RECEIPT

For every order placed on www.lucibello.it, an invoice and/or receipt will be issued per Article 14 of Presidential Decree 445/2000 and Legislative Decree 52/2004 and will be sent to the purchaser along with the products. The data provided by the Customer will be used for issuing the invoice. Noleggio Barche Lucibello therefore reminds the customer to carefully check the accuracy of the information provided. No changes to the invoice will be possible after issuance.

6) SECURITY

The data of the User's card used for booking are processed through the SSL security system.

When completing the order, the 3DS authentication procedure will be used, and the User will be redirected to their bank's web page. To complete the order, simply follow the required steps.

7) ASSIGNMENT OF THE CONTRACT

The User may not transfer the rights deriving from the contract to third parties nor substitute others in the enjoyment and rights deriving from the same. Violation of these prohibitions is cause for immediate termination of the contract, subject to compensation for any damages.

8) EXCLUSION OF THE DUTY OF CUSTODY

The mooring contract does not in any way imply the custody of the boat or its accessories, equipment, and supplies, which remain under the availability and responsibility of the User. Therefore, the Company is not responsible for acts of vandalism, theft, damages caused by third parties, or loss of objects, money, or valuables (on land or board) within the harbor.

9) WARRANTIES

The Company guarantees that it has all the necessary authorizations and licenses for the provision of the Services.

The Company also guarantees to have the competence and experience in the sector and to provide the Services through suitable and adequately controlled boats.

Noleggio Barche Lucibello s.r.l. holds the state concession no. 6 issued by the Municipality of Positano on 01/08/2001 and supplementary act no. 14 of 13.12.2019 for the management of a mooring field for boats in Positano (SA); it also holds concessions no. 20/2016 and 13/2019 for the use of a floating dock in front of Spiaggia Grande of Positano.

The Company undertakes to provide the Customer with a Service that conforms to the description on the Website, in the explanatory sheet of the mooring service, or any other information or description provided by the Company.

10) CUSTOMER'S RESPONSIBILITY

The Customer assumes full responsibility for all damages caused by the boat, its personnel/crew, its passengers/guests, particularly those caused within the harbor, whether to the facilities, to the Company's personnel, or third parties, including theft, fire, and acts of vandalism, for the entire period during which the boat remains moored in the harbor.

The Customer is required to vacate the mooring spot at the end of the Mooring Contract. In case of delay, a daily indemnity of €100.00 will be due, even as a penalty.

11) EXCLUSION OF LIABILITY

The company Noleggio Barche Lucibello s.r.l. is not responsible for any errors or omissions, technical inaccuracies, or typographical errors on the website or for interruptions of web services.

The Company cannot be held liable for any failure to fulfill the obligations provided for in these General Conditions of Contract and the mooring contract stipulated between the parties if the delay

or failure to meet such obligations is caused by events beyond its reasonable control that prevent compliance, including, but not limited to: storms, tornadoes, floods, fires, lightning, explosions, wars, strikes, labor disputes, requests from governmental, civil, or military bodies, cases of force majeure or fortuitous events, actions or omissions by any administrative authority, as well as, in general, any event beyond the Company's reasonable control.

The Company will also not be held responsible for damage to the boat and its personnel/crew caused by slight negligence.

12) BREACH AND EXPRESS TERMINATION CLAUSE, WITHDRAWAL

The User's failure to comply with the obligations provided for in these General Conditions of Contract and the mooring contract stipulated between the parties will result in immediate termination, and all amounts paid to the Company in advance will be retained as a penalty, without prejudice to any greater damage.

The Customer has the option to withdraw from the contract, free of charge, up to 7 days before the arrival date, with the right to a refund of any amount paid as consideration.

In the case of withdrawal by the Customer within 7 days of arrival, the amounts paid will be retained by the Company as a penalty deposit and/or penalty fee.

13) APPLICABLE LAW AND JURISDICTION

This Contract is governed by Italian law and is interpreted under the same.

For any dispute that may arise regarding the interpretation, execution, termination of this contract, or in any way related to it, the Court of Salerno will have exclusive jurisdiction.