

**OPĆI UVJETI PRODAJE PLOVILA
PRODAVATELJA NAUTIKA CENTAR NAVA, d.o.o.**

**GENERAL TERMS AND CONDITIONS GOVERNING THE SALE OF
VESSELS
BY THE SELLER NAUTIKA CENTAR NAVA d.o.o.**

OPĆE ODREDBE

Ovi Opći uvjeti prodaje plovila („Opći uvjeti“) čine sastavni dio Ugovora o kupoprodaji plovila („Ugovor“) sklopljenog između društva **NAUTIKA CENTAR NAVA d.o.o.** kao prodavatelja, s jedne strane, i Kupca, s druge strane. U slučaju nesklada između odredbi Ugovora i odredbi ovih Općih uvjeta, prednost imaju odredbe Ugovora.

DEFINICIJE I TUMAČENJE

Uz pojmove označene velikim početnim slovom koji su definirani na drugim mjestima u Ugovoru i ovim Općim uvjetima, pojmovi označeni velikim početnim slovom u ovim Općim uvjetima imaju sljedeće značenje:

GENERAL PROVISIONS

These General Terms and Conditions governing the Sale of Vessels (the “General Terms“) form an integral part of the Agreement on the Purchase and Sale of a Vessel (the “Agreement“) concluded between **NAUTIKA CENTAR NAVA d.o.o.**, as the Seller, on one side, and the Buyer, on the other side. In the event of any inconsistency between the provisions of the Agreement and these General Terms, the provisions of the Agreement shall prevail.

DEFINITIONS AND INTERPRETATION

In addition to the terms defined elsewhere in the Agreement and these General Terms, capitalized terms used in these General Terms shall have the following meanings:

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| „Opći uvjeti“ | ovi Opći uvjeti prodaje plovila. | “General Terms“ | These General Terms and Conditions governing the Sale of Vessels. |
| „Ugovor“ | Ugovor o kupoprodaji Plovila između Nave, kao prodavatelja i Kupca. | “Agreement“ | The Agreement on the Purchase and Sale of a Vessel concluded between Nava, as the Seller, and the Buyer. |
| „Ugovorne strane“ | Nava i Kupac. | “Parties“ | Nava and the Buyer. |
| „Nava“ | NAUTIKA CENTAR NAVA d.o.o. za usluge putničke agencije i trgovinu, sa sjedištem na adresi Split, Branimirova obala 11, Hrvatska, upisano u sudskom registru Trgovačkog suda u Splitu pod MBS: 060145183, OIB: 19782809122. | “Nava“ | NAUTIKA CENTAR NAVA d.o.o., a company providing travel agency services and trade, with its registered seat at Branimirova obala 11, Split, Croatia, registered with the Commercial Court in Split under registration number (MBS): 060145183, Croatian National Identification number (OIB): 19782809122. |
| „Kupac“ | Svaka fizička ili pravna osoba koja kupuje Plovilo od Nave. | “Buyer“ | Any natural or legal person purchasing a Vessel from Nava. |
| „Potrošač“ | Kupac koji je fizička osoba koja sklapa pravni posao (Ugovor) ili djeluje izvan svoje trgovačke, poslovne, obrtničke ili profesionalne djelatnosti. | “Consumer“ | A Buyer who is a natural person entering into a legal transaction (Agreement) or acting outside their trade, business, craft, or professional activity. |
| „Plovilo“ | plovilo, uključujući pripadajuće motore i opremu, koje je u vlasništvu Nave i nalazi se u njezinom prodajnom asortimanu, ili plovilo proizvedeno od strane proizvođača za kojeg je Nava ovlašten distributer na području Republike Hrvatske, sukladno specifikaciji iz Konačne ponude. | “Vessel“ | A vessel, including associated engines and equipment, owned by Nava and included in its sales portfolio, or a vessel manufactured by a producer for which Nava is an authorized distributor in the Republic of Croatia, in accordance with the specification set out in the Final Offer. |
| „Konačna ponuda“ | Navina ponuda za prodaju Plovila, prihvaćena od strane Kupca pisanim putem ili uplatom Predujma ili Naknade za rezervaciju, a koja sadrži relevantne podatke o Plovilu i uvjetima prodaje, uključujući podatke o proizvođaču, tipu Plovila, tehničkim karakteristikama Plovila, motora i opremi Plovila, iznosu Kupoprodajne cijene, uvjetima plaćanja te roku i mjestu isporuke Plovila. | “Final Offer“ | Nava’s offer for the sale of a Vessel, accepted by the Buyer in writing or by payment of the Advance Payment or Reservation Fee, containing relevant information about the Vessel and the terms of sale, including details on the manufacturer, Vessel’s type, technical specifications, engines and equipment, the Purchase Price, payment terms, and the delivery time and place. |
| „Kupoprodaj na cijena“ | Ukupna ugovorena kupoprodajna cijena Plovila navedena u Konačnoj ponudi prihvaćenoj od strane Kupca i Ugovoru. | “Purchase Price“ | The total agreed purchase price for the Vessel as specified in the Final Offer, as accepted by the Buyer, and the Agreement. |
| „Predujam“ | označava iznos od 10% Kupoprodajne cijene plovila koji je Kupac dužan uplatiti u korist Nave po prijehu Konačne ponude, sukladno Navinom pozivu za uplatu, a koji iznos predstavlja kaparu u smislu članka 303. Zakona o obveznim odnosima. Predujam (kapara) se uračunava u ukupnu Kupoprodajnu cijenu plovila, osim ako je u Konačnoj ponudi i/ili Ugovoru izričito naveden drugačiji iznos Predujma. U slučaju da Kupac odustane od ugovora, Nava zadržava primljeni Predujam (kaparu). U slučaju da Nava odustane od ugovora, dužna je Kupcu vratiti Predujam (kaparu) u dvostrukom iznosu. | “Advance Payment“ | An amount equal to 10% of the Purchase Price of the Vessel, which the Buyer is required to pay to Nava upon acceptance of the Final Offer, in accordance with Nava’s payment request, and which constitutes earnest money within the meaning of Article 303 of the Croatian Civil Obligations Act. The Advance Payment (earnest money) shall be considered a part of the total Purchase Price for the Vessel, unless expressly stated otherwise in the Final Offer and/or in the Agreement. If the Buyer withdraws from the Agreement, Nava shall retain the Advance Payment (earnest money). If Nava withdraws from the Agreement, it shall refund double the amount of Advance Payment (earnest money) to the Buyer. |
| „Naknada za rezervaciju“ | Kupac je dužan, prilikom potvrde narudžbe plovila, uplatiti iznos naveden u ponudi ili predračunu Nave, a koji predstavlja naknadu za rezervaciju proizvodnog slota/termina kod proizvođača plovila. Kupac izričito prihvaća da navedena uplata predstavlja ugovornu naknadu kojom Nava pokriva troškove rezervacije proizvodnog kapaciteta i ostale povezane troškove prema proizvođaču. U slučaju da Kupac nakon izvršene uplate jednostrano odustane od narudžbe plovila, iz bilo kojeg razloga, navedena uplata ostaje Navi, odnosno ne vraća se Kupcu, budući je služila za pokriće troškova koje je Nava imala prema trećim osobama (proizvođaču plovila) radi rezervacije proizvodnog slota/termina kod proizvođača plovila. U slučaju da Nava ne može ispuniti ugovor iz razloga koji nisu uzrokovani radnjama ili propustima Kupca, Nava je dužna Kupcu vratiti puni iznos uplaćene Naknade za rezervaciju. Uplata ove Naknade za rezervaciju, ako se ugovor uredno izvrši, uračunava se u ukupnu Kupoprodajnu cijenu plovila, osim ako je u ponudi ili ugovoru drukčije navedeno. | “Reservation Fee“ | Upon confirmation of the Vessel order, the Buyer is obliged to pay the amount specified in Nava’s offer or pro forma invoice, representing a fee for reserving a production slot with the vessel manufacturer. The Buyer expressly acknowledges that this payment constitutes a contractual fee used by Nava to cover the costs of reserving production capacity and related expenses with the manufacturer. If the Buyer unilaterally withdraws from the order after payment has been made, for any reason, such payment shall be retained by Nava and shall not be refunded, as it serves to cover costs incurred by Nava toward third parties (the vessel manufacturer) for reserving the production slot. If Nava is unable to fulfil the Agreement for reasons not caused by the Buyer, Nava shall refund the full amount of the Reservation Fee to the Buyer. If the Agreement is duly performed, the Reservation Fee shall be considered a part of the total Purchase Price for the Vessel, unless stated otherwise in the offer or the Agreement. |
| „ZOO“ | Zakon o obveznim odnosima (Narodne Novine br. 35/05, ..., | “Civil Obligations“ | The Civil Obligations Act (official gazette of the Republic of Croatia |



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| | 155/23), sa svim njegovim eventualnim kasnijim izmjenama i dopunama. | Act (COA)" | "Narodne novine" Nos. 35/05, ..., 155/23), as amended from time to time. |
| „ZZP“ | Zakon o zaštiti potrošača (Narodne Novine br. 19/22, 59/23), sa svim njegovim eventualnim kasnijim izmjenama i dopunama. | "Consumer Protection Act (CPA)" | The Consumer Protection Act (official gazette of the Republic of Croatia "Narodne novine" Nos. 19/22, 59/23), as amended from time to time. |
| „GDPR“ | Opća uredba o zaštiti podataka (Uredba (EU) 2016/679 Europskog parlamenta i Vijeća od 27. travnja 2016.). | "GDPR" | General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016). |

Definicije sadržane u ovim Općim uvjetima primjenjuju se jednako na oblike u jednini i množini tih izraza. Svi izrazi definirani u ovim Općim uvjetima imaju isto značenje kada se koriste u bilo kojoj potvrdi ili drugoj ispravi sastavljenoj ili predanoj sukladno Ugovoru, osim ako su u toj ispravi drugačije definirani. Izrazi koji imaju rodno značenje odnose se jednako na muški i ženski rod. Kada god se riječi „uključuju“, „uključuje“ ili „uključujući“ koriste u ovim Općim uvjetima, smatra se da iza njih slijede riječi „bez ograničenja“. Naslovi odjeljaka u Ugovoru i ovim Općim uvjetima dani su isključivo radi lakšeg snalaženja te nemaju utjecaja na tumačenje Ugovora i ovih Općih uvjeta. Svaka referenca na „Ugovor“ odnosi se na Ugovor u cijelosti, a ne na pojedine njegove odredbe. Pravni termini korišteni u ovim Općim uvjetima tumače se u skladu s pravom Republike Hrvatske, a ne prema razumijevanju tih pravnih termina u bilo kojoj drugoj državi.

PONUĐA

Kupac može dostaviti Navi upit za kupnju plovila na jedan od sljedećih načina: osobno u poslovnici Nave, telefonom, elektroničkom poštom ili putem mrežnih stranica Nave (www.navaboats.com i povezanih podstranica).

Po zaprimanju i obradi Kupčevog upita, koja može uključivati i daljnje pregovore između Nave i Kupca, Nava će Kupcu putem elektroničke pošte ili telefonske poruke dostaviti Ponudu, ponudu za uplatu Predujma ili Naknade za rezervaciju te ove Opće uvjete.

Po primitku Ponude i Općih uvjeta, Kupac može zatražiti sklapanje pisanog Ugovora o kupoprodaji plovila.

Ako Kupac ne zatraži sklapanje posebnog pisanog ugovora, prihvaćena Ponuda zajedno s ovim Općim uvjetima smatra se pisanim ugovorom o kupoprodaji plovila.

Osim ako je u Ponudi izričito naveden drugačiji rok, Kupac je dužan najkasnije u roku od 8 dana od dana primitka Ponude potvrditi Ponudu pisanim putem ili izvršiti uplatu Predujma ili Naknade za rezervaciju.

U slučaju potvrde ili uplate, Ponuda se smatra prihvaćenom i postaje Konačna ponuda.

Ako Kupac u navedenom roku ne potvrdi Ponudu pisanim putem, niti izvrši uplatu Predujma ili Naknade za rezervaciju, smatrat će se da je Ponudu odbio te Ponuda prestaje važiti, a Nava u tom slučaju nije obvezna sklopiti Ugovor.

Konačna ponuda može se naknadno mijenjati isključivo uz pisanu suglasnost obje ugovorne strane.

SKLAPANJE UGOVORA I PLAĆANJE KUPOPRODAJNE CIJENE

Ugovor o kupoprodaji plovila smatra se sklopljenim u trenutku kad Kupac prihvati Ponudu pisanim putem ili uplatom Predujma ili Naknade za rezervaciju, sukladno uvjetima iz odjeljka *Ponuda*.

Ako Kupac ne izvrši uplatu Predujma ili Naknade za rezervaciju u roku navedenom u pozivu na uplatu, smatrat će se da je Kupac nije prihvatio Ponudu te Ponuda i Ugovor prestaju važiti protekom tog roka.

Nava nije dužna naručiti Plovilo od proizvođača do primitka uplate cjelokupnog iznosa Naknade za rezervaciju od Kupca.

Definitions contained in these General Terms shall apply equally to singular and plural forms of such terms. All terms defined herein shall have the same meaning when used in any certificate or other document issued or delivered pursuant to the Agreement, unless defined otherwise therein. Terms denoting gender shall include all genders equally. Whenever the words "include", "includes" or "including" are used in these General Terms, they shall be deemed to be followed by the words "without limitation". Headings in the Agreement and these General Terms are for convenience only and shall not affect their interpretation. Any reference to the "Agreement" shall mean the Agreement as a whole and not any particular provision thereof. Legal terms used herein shall be interpreted in accordance with the laws of the Republic of Croatia, and not according to the understanding of such terms in any other jurisdiction.

OFFER

The Buyer may submit an inquiry to Nava regarding the purchase of a vessel in one of the following ways: in person at Nava's office, by telephone, by email, or via Nava's websites (www.navaboats.com and related subpages).

Upon receipt and processing of the Buyer's inquiry, which may include further negotiations between Nava and the Buyer, Nava shall send the Offer to the Buyer, by email or by phone messaging, accompanied by a request for making the Advance Payment or paying the Reservation Fee, and these General Terms.

Upon receipt of the Offer and the General Terms, the Buyer may request the conclusion of a written Agreement on the Purchase and Sale of a Vessel.

If the Buyer fails to request the conclusion of a separate written agreement, the accepted Offer together with these General Terms shall be deemed to constitute a written Agreement on the Purchase and Sale of a Vessel.

Unless otherwise explicitly stated in the Offer, the Buyer shall, no later than 8 days from receipt of the Offer, confirm the Offer in writing or make the Advance Payment or pay the Reservation Fee.

In the event of confirmation or payment, the Offer shall be deemed accepted and shall become the Final Offer.

If the Buyer fails to confirm the Offer in writing or to make the Advance Payment or pay the Reservation Fee within the specified period, it shall be deemed that the Buyer has rejected the Offer, and the Offer shall cease to be valid, and Nava shall not be obliged to conclude the Agreement.

The Final Offer may subsequently be amended only with the written consent of both Parties.

CONCLUSION OF THE AGREEMENT AND PAYMENT OF THE PURCHASE PRICE

The Agreement on the Purchase and Sale of a Vessel shall be deemed concluded at the moment the Buyer accepts the Offer in writing, or makes the Advance Payment or pays Reservation Fee, in accordance with the conditions set out in the Offer section.

If the Buyer fails to make the Advance Payment or pay the Reservation Fee within the period specified in the payment request, it shall be deemed that the Buyer has not accepted the Offer, and the Offer and the Agreement shall cease to be valid upon expiry of that period.

Nava shall not be obliged to order the Vessel from the manufacturer until receipt of the full amount of the Reservation Fee from the Buyer.



Ugovor se smatra sklopljenim na način opisan u ovom odjeljku Općih uvjeta, te je valjan i bez potpisa Kupca i/ili Nave, osim u slučajevima kada je zakonom propisan pisani oblik ugovora.

Kupac prihvaća dostavu Ugovora (uključujući i ove Opće uvjete) u PDF obliku u privitku Navinog e-maila ili poruke (telefonski), kao valjanu dostavu na trajnom nosaču podataka, te Nava nije dužna dostavljati Kupcu Ugovor u papirnatom obliku, osim ako to Kupac izričito zatraži pisanim putem.

Uplaćeni Predujam ili Naknada za rezervaciju uračunava se u Kupoprodajnu cijenu Plovila, a Nava će po primitku tih uplata izdati Kupcu račun za uplaćene iznos.

Osim ako je u Konačnoj ponudi ili Ugovoru drugačije navedeno, Kupac će ostatak Kupoprodajne cijene platiti u roku od 14 dana po primitku Navinog poziva na uplatu ostatka Kupoprodajne cijene, koji će Nava dostaviti Kupcu okvirno 30 dana prije planirane otpreme Plovila iz tvornice proizvođača.

Ako Kupac ne isplati ostatak Kupoprodajne cijene u ugovorenom roku, Nava ima pravo raskinuti Ugovor, zadržati primljeni Predujam i Naknadu za rezervaciju, te zahtijevati naknadu štete u dijelu koji prelazi iznos Predujma i Naknade za rezervaciju.

Nava će po primitku cjelokupnog ostatka Kupoprodajne cijene izdati Kupcu račun za ukupnu Kupoprodajnu cijenu Plovila.

Kupac će plaćanje Predujma, Naknade za rezervaciju ili ostatka Kupoprodajne cijene izvršiti uplatom u korist računa Nave naveden u pozivu na uplatu. Kupac snosi sve bankovne naknade i troškove transakcije.

U slučaju Kupčevog zakašnjenja s plaćanjem Predujma, Naknade za rezervaciju ili ostatka Kupoprodajne cijene Plovila, Nava ima pravo Kupcu obračunati zatezne kamate po stopi predviđenoj ZOO-a te potraživati naknadu štete, uključujući troškove povezane s kašnjenjem (npr. troškove ležarine, čuvanja Plovila, osiguranja plovila i dr.).

KUPOPRODAJNA CIJENA PLOVILA

Kupoprodajna cijena Plovila navedena u Konačnoj ponudi i Ugovoru uključuje cijenu Plovila s pripadajućim motorima i opremom, pripadajući porez na dodanu vrijednost te, ako je tako navedeno u Ponudi, troškove prijevoza Plovila do ugovorenog mjesta isporuke.

U Kupoprodajnu cijenu Plovila nisu uključena carinska davanja, špeditorske usluge, troškovi osiguranja i registracije Plovila (uključujući upis Plovila i prava vlasništva), kao ni bilo koji drugi porezi osim poreza na dodanu vrijednost. Sve navedene troškove snosi Kupac.

Svi primjenjivi popusti izričito su navedeni u Konačnoj ponudi i/ili Ugovoru. Kupac nema pravo na druge popuste osim onih izričito navedenih.

Nava nije dužna isporučiti Plovilo Kupcu niti dopustiti Kupcu registraciju Plovila dok Kupac u cijelosti ne podmiri ukupnu Kupoprodajnu cijenu Plovila, uključujući zakonske zatezne kamate i naknadu pretrpljene štete u slučaju kašnjenja s plaćanjem.

Pravo vlasništva na Plovilo zadržava Nava sve do trenutka kada Kupac u cijelosti podmiri ukupnu Kupoprodajnu cijenu Plovila, uključujući Predujam ili Naknadu za rezervaciju, ostatak cijene, zakonske zatezne kamate i eventualnu naknadu štete.

Do potpune isplate Kupoprodajne cijene, Kupac nema pravo raspolagati Plovilom niti ga upisati u upisnik brodova ili brodica, osim uz izričitu pisanu suglasnost Nave.

The Agreement shall be deemed concluded in the manner described in this section of the General Terms and shall be valid without the signatures of the Buyer and/or Nava, except in cases where written form is required by law.

The Buyer accepts delivery of the Agreement (including these General Terms) in PDF format via Nava's email (in an attachment) or by phone (messaging) as valid delivery on a durable medium, and Nava shall not be obliged to deliver the Agreement to the Buyer in paper form unless expressly requested by the Buyer in writing.

The Advance Payment or Reservation Fee, once the payment has been made, shall be considered a part of the Purchase Price for the Vessel, and upon receipt of such payments, Nava shall issue the Buyer an invoice for the paid amount.

Unless otherwise stated in the Final Offer or in the Agreement, the Buyer shall pay the remaining Purchase Price within 14 days of receipt of Nava's request for payment of the remaining Purchase Price, which Nava shall send to the Buyer approximately 30 days prior to the planned dispatch of the Vessel from the manufacturer's factory.

If the Buyer fails to pay the remaining Purchase Price within the agreed period, Nava shall have the right to terminate the Agreement, retain the received Advance Payment and Reservation Fee, and claim damages exceeding the amount of the Advance Payment and Reservation Fee.

Upon receipt of the full remaining Purchase Price, Nava shall issue the Buyer an invoice for the total Purchase Price of the Vessel.

The Buyer shall make the Advance Payment, pay the Reservation Fee, or settle the remaining Purchase Price via a transfer to Nava's account specified in the payment request. The Buyer shall bear all bank fees and transaction costs.

In the event of the Buyer's delay in making the Advance Payment, paying the Reservation Fee, or settling the remaining Purchase Price of the Vessel, Nava shall have the right to charge statutory default interest at the rate prescribed by the COA and to claim damages, including costs related to the delay (e.g. demurrage, storage of the Vessel, vessel insurance, etc.).

PURCHASE PRICE FOR THE VESSEL

The Purchase Price for the Vessel specified in the Final Offer and the Agreement includes the price of the Vessel with associated engines and equipment, applicable value added tax, and, if stated in the Offer, the costs of transport of the Vessel to the agreed place of delivery.

The Purchase Price of the Vessel does not include customs duties, forwarding services, insurance and registration costs of the Vessel (including registration of the Vessel and ownership rights), nor any other taxes except value added tax. All such costs shall be borne by the Buyer.

All applicable discounts are expressly stated in the Final Offer and/or the Agreement. The Buyer shall not be entitled to any discounts other than those expressly stated.

Nava shall not be obliged to deliver the Vessel to the Buyer or allow the Buyer to register the Vessel until the Buyer has paid the total Purchase Price for the Vessel in full, including statutory default interest and compensation for damages in case of delayed payment.

Ownership of the Vessel shall remain with Nava until the Buyer has fully paid the total Purchase Price of the Vessel, including the Advance Payment or Reservation Fee, the remaining price, statutory default interest, and any potential damages.

Until full payment of the Purchase Price, the Buyer shall not be entitled to dispose of the Vessel or register it in the vessel or boat register without Nava's explicit written consent.



| UVJETI ISPORUKE PLOVILA | DELIVERY CONDITIONS OF THE VESSEL |
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| <p>Osim ako je drugačije predviđeno u Konačnoj ponudi i/ili Ugovoru, plovilo će biti isporučeno Kupcu u Luci Split.</p> <p>Rok isporuke plovila naveden u Konačnoj ponudi i/ili Ugovoru smatra se okvirnim, osim ako je izričito drugačije određeno. Rok isporuke može biti produljen u slučaju kašnjenja proizvođača s proizvodnjom i isporukom plovila, više sile ili drugih izvanrednih i nepredvidivih okolnosti nastalih nakon sklapanja Ugovora. Produljenje roka isporuke u tim slučajevima ne smatra se povredom Ugovora od strane Nave, osim ako kašnjenje postane nerazmjerno dugo, u kojem slučaju Kupac ima pravo raskinuti Ugovor.</p> <p>Nava će Kupca obavijestiti putem e-maila ili telefonske poruke da je Plovilo spremno za isporuku u ugovorenom mjestu isporuke.</p> <p>Kupac je dužan preuzeti plovilo u roku od 5 radnih dana od dana primitka Navine obavijesti. Ako Kupac ne preuzme plovilo u navedenom roku, smatra se da je u zakašnjenju s preuzimanjem.</p> <p>U slučaju kašnjenja Kupca s preuzimanjem plovila, Nava ima pravo obračunati Kupcu ugovornu kaznu u iznosu od 0,2% od ukupne kupoprodajne cijene plovila za svaki dan zakašnjenja, ali najviše do 10% ukupne kupoprodajne cijene plovila. Nava ima pravo potraživati od Kupca naknadu štete u dijelu koji prelazi iznos ugovorne kazne, uključujući troškove ležarine, čuvanja plovila, osiguranja i druge povezane troškove.</p> <p>Rizik slučajne propasti ili oštećenja plovila prelazi na Kupca u trenutku predaje plovila Kupcu ili u trenutku kada Kupac dođe u zakašnjenje s preuzimanjem plovila.</p> | <p>Unless otherwise provided in the Final Offer and/or the Agreement, the Vessel shall be delivered to the Buyer at the Port of Split.</p> <p>The delivery period of the Vessel specified in the Final Offer and/or the Agreement shall be considered indicative, unless expressly agreed otherwise. The delivery period may be extended in the event of delays by the manufacturer in the production and delivery of the Vessel, force majeure, or other extraordinary and unforeseeable circumstances arising after the conclusion of the Agreement. An extension of the delivery period in such cases shall not be considered a breach of the Agreement by Nava, unless the delay becomes excessively long, in which case the Buyer shall have the right to terminate the Agreement.</p> <p>Nava shall notify the Buyer by email or via a phone message that the Vessel is ready for delivery at the agreed place of delivery.</p> <p>The Buyer is obliged to take delivery of the Vessel within 5 working days from the date of receipt of Nava's notification. If the Buyer fails to take delivery within the specified period, the Buyer shall be deemed to be in delay in taking delivery.</p> <p>In the event of delay by the Buyer in taking delivery of the Vessel, Nava shall have the right to charge the Buyer liquidated damages in the amount of 0.2% of the total Purchase Price for the Vessel for each day of delay, up to a maximum of 10% of the total Purchase Price of the Vessel. Nava shall have the right to claim damages from the Buyer in excess of the liquidated damages, including demurrage, storage of the Vessel, insurance, and other related costs.</p> <p>The risk of accidental loss or damage to the Vessel shall pass to the Buyer at the moment of delivery of the Vessel to the Buyer or at the moment the Buyer falls into delay in taking over the Vessel.</p> |
| <p>PRIMOPREDAJA PLOVILA I ODGOVORNOST ZA MATERIJALNE NEDOSTATKE</p> <p>Primopredaja plovila obavit će se u ugovorenom mjestu isporuke, u prisutnosti predstavnika Nave i Kupca. O primopredaji Plovila i pripadajuće dokumentacije ugovorne strane sastavit će i potpisati primopredajni zapisnik.</p> <p>Kupac je dužan prilikom preuzimanja plovila izvršiti pregled plovila te o svim vidljivim nedostacima odmah obavijestiti Navu. Vidljivi nedostaci unose se u primopredajni zapisnik. Ako Kupac propusti obavijestiti Navu o vidljivim nedostacima prilikom primopredaje, gubi prava koja bi mu po toj osnovi pripadala, osim ako je riječ o Potrošaču kojemu pripadaju zakonska prava sukladno ZOO i ZPP.</p> <p>Ako se nakon primopredaje pokaže da plovilo ima nedostatak koji se nije mogao otkriti uobičajenim pregledom prilikom preuzimanja („skriveni nedostatak“), Kupac je dužan bez odgađanja obavijestiti Navu odmah po otkrivanju nedostatka. Potrošač je dužan obavijestiti Navu o skrivenom nedostatku u roku od dva mjeseca od dana kada je nedostatak otkrio, a najkasnije u roku od dvije godine od predaje plovila, sukladno ZOO i ZPP.</p> <p>Za Kupce koji nisu potrošači, Nava ne odgovara za nedostatke koji se pokažu nakon šest mjeseci od predaje plovila.</p> <p>Nava odgovara isključivo za materijalne nedostatke Plovila koji su postojali u trenutku primopredaje Plovila Kupcu, odnosno prijelaza rizika na Kupca. Kupac se ne može pozivati na materijalni nedostatak ako je Nava s istim upoznala Kupca prilikom sklapanja ugovora.</p> <p>Nava ne odgovara za nedostatke Plovila koji nastanu nakon predaje Plovila Kupcu, a osobito ako su posljedica nepravilnog rukovanja, čuvanja ili održavanja plovila od strane Kupca, servisiranja Plovila od strane neovlaštenih servisera, uobičajenog trošenja, korištenja Plovila u komercijalne svrhe (npr. iznajmljivanje), sudjelovanja Plovila u natjecanjima, ili posljedica uzroka poput eksplozije, požara, nevremena, gmljavine, krađe ili drugih vanjskih događaja.</p> | <p>DELIVERY AND ACCEPTANCE OF THE VESSEL AND LIABILITY FOR MATERIAL DEFECTS</p> <p>Delivery and acceptance of the Vessel shall take place at the agreed place of delivery, in the presence of representatives of Nava and the Buyer. Upon delivery and acceptance of the Vessel and the accompanying documentation, the Parties shall prepare and sign a delivery and acceptance record.</p> <p>The Buyer is obliged, upon taking over the Vessel, to inspect the Vessel and to immediately notify Nava of any visible defects. Visible defects shall be recorded in the delivery and acceptance record. If the Buyer fails to notify Nava of visible defects at the time of delivery and acceptance, the Buyer shall lose the rights that would otherwise arise on that basis, except where the Buyer is a Consumer, who shall retain statutory rights in accordance with the COA and the CPA.</p> <p>If, after delivery and acceptance, it becomes apparent that the Vessel has a defect that could not have been detected by a usual inspection at the time of delivery (“hidden defect”), the Buyer is obliged to notify Nava without delay upon discovery of the defect. A Consumer is obliged to notify Nava of a hidden defect within two months from the date the defect was discovered, and no later than two years from the date of delivery of the Vessel, in accordance with the COA and the CPA.</p> <p>For Buyers who are not Consumers, Nava shall not be liable for defects that appear after six months from the delivery of the Vessel.</p> <p>Nava shall be liable exclusively for material defects of the Vessel that existed at the time of delivery of the Vessel to the Buyer, i.e. at the moment the risk passed to the Buyer. The Buyer may not rely on a material defect if Nava informed the Buyer of such defect at the time of conclusion of the Agreement.</p> <p>Nava shall not be liable for defects of the Vessel arising after delivery of the Vessel to the Buyer, in particular if they are the result of improper handling, storage or maintenance of the Vessel by the Buyer, servicing of the Vessel by unauthorized service providers, normal wear and tear, use of the Vessel for commercial purposes (e.g. chartering), participation of the Vessel in competitions, or as a result of causes such as explosion, fire, storm, lightning, theft, or other external events.</p> |



PRAVA KUPCA U SLUČAJU MATERIJALNOG NEDOSTATKA PLOVILA

Kupac koji je pravovremeno i uredno obavijestio Navu o nedostatku plovila ima pravo zahtijevati popravak ili zamjenu plovila, osim ako je traženi način otklanjanja nedostatka nemoguć ili bi za Navu predstavljao nerazmjerne troškove u odnosu na vrijednost Plovila i značaj nedostatka. U tom slučaju Nava može ponuditi drugi način otklanjanja nedostatka (popravak umjesto zamjene ili obrnuto).

Radi popravka ili zamjene Plovila, Kupac je dužan staviti Plovilo na raspolaganje Navi u ugovorenom mjestu isporuke. Ako Kupac zahtijeva da se popravak ili zamjena izvrše na drugoj lokaciji, Kupac snosi sve s time povezane troškove Nave.

Ako Nava ne otkloni nedostatak u primjerenom roku nakon što je Kupac uredno obavijestio o nedostatku, ili ako Nava izričito odbije otkloniti nedostatak, Kupac ima pravo zahtijevati sniženje kupoprodajne cijene ili raskid ugovora. Kupac može raskinuti ugovor tek nakon što je Nava dao naknadni primjereni rok za ispunjenje ugovora, osim ako je Nava priopćila da Ugovor neće ispuniti.

U slučaju raskida Ugovora zbog nedostatka, Kupac je dužan vratiti plovilo Navi, a Nava je dužna vratiti Kupcu uplaćenu kupoprodajnu cijenu nakon što zaprimi plovilo. Kupac ne gubi pravo na raskid ugovora ako je plovilo korišteno u skladu s njegovom namjenom do trenutka raskida.

Odgovornost Nave za materijalne nedostatke i jamstvo obuhvaća naknadu izravne štete. Odgovornost Nave ne obuhvaća naknadu indirektnih šteta niti gubitke Kupca, uključujući izgubljeni ili izmaklu dobit, osobito onu koja proizlazi iz komercijalne eksploatacije plovila ili korištenja plovila za prijevoz putnika i/ili tereta.

Za Kupce koji nisu potrošači, odgovornost Nave je ograničena na iznos kupoprodajne cijene plovila. Za potrošače, odgovornost se primjenjuje u skladu sa ZOO i ZPP.

JAMSTVO

Prilikom primopredaje plovila, Nava će Kupcu predati jamstvene uvjete proizvođača za plovilo.

Kupac ima pravo ostvarivati prava iz jamstva proizvođača tijekom jamstvenog roka, u skladu s uvjetima navedenima u jamstvu proizvođača.

Neovisno o jamstvu proizvođača, Kupac zadržava sva zakonska prava koja mu pripadaju po osnovi materijalnih nedostataka plovila sukladno ZOO i ZPP.

Nava nije obvezna otklanjati nedostatke na vlastiti trošak ako isti nisu priznati od strane proizvođača u okviru jamstva, osim ako se radi o materijalnim nedostacima za koje Nava odgovara prema zakonu.

ISKLJUČENJE PRAVA POTROŠAČA NA JEDNOSTRANI RASKID UGOVORA

Potrošač sklopljenjem Ugovora potvrđuje da je Plovilo izrađeno po njegovoj specifikaciji, odnosno da je jasno prilagođeno njegovim osobnim potrebama (npr. izbor motora, opreme, unutarnje konfiguracije ili drugih prilagodbi).

Sukladno članku 86. stavku 1. točki 3. ZPP-a (NN 19/22, 59/23), Potrošač u tom slučaju nema pravo na jednostrani raskid Ugovora u roku od 14 dana od predaje Plovila, ako je Ugovor sklopljen na daljinu ili izvan poslovnih prostorija.

Ako se radi o standardnom plovilu bez posebnih prilagodbi, Potrošač

BUYER'S RIGHTS IN THE EVENT OF MATERIAL DEFECTS OF THE VESSEL

A Buyer who has duly and timely notified Nava of a defect in the Vessel shall have the right to request repair or replacement of the Vessel, unless the requested remedy is impossible or would impose disproportionate costs on Nava in relation to the value of the Vessel and the significance of the defect. In such case, Nava may propose an alternative remedy (repair instead of replacement or vice versa).

For the purpose of repair or replacement of the Vessel, the Buyer shall make the Vessel available to Nava at the agreed place of delivery. If the Buyer requests that the repair or replacement be carried out at another location, the Buyer shall bear all related costs incurred by Nava.

If Nava fails to remedy the defect within a reasonable period after the Buyer has duly notified it, or if Nava expressly refuses to remedy the defect, the Buyer shall have the right to request a reduction of the purchase price or termination of the Agreement. The Buyer may terminate the Agreement only after granting Nava an additional reasonable period for performance, unless Nava has declared that it will not perform the Agreement.

In the event of termination of the Agreement due to a defect, the Buyer shall return the Vessel to Nava, and Nava shall refund the purchase price paid after receiving the Vessel. The Buyer shall not lose the right to terminate the Agreement provided that the Vessel has been used in accordance with its intended purpose up to the moment of termination.

Nava's liability for material defects and warranty shall cover direct damages only. Nava shall not be liable for indirect damages or losses suffered by the Buyer, including loss of profit or anticipated profit, in particular those arising from the commercial exploitation of the Vessel or use of the Vessel for the transport of passengers and/or cargo.

For Buyers who are not Consumers, Nava's liability shall be limited to the amount of the purchase price of the Vessel. For Consumers, liability shall apply in accordance with the COA and the CPA.

WARRANTY

Upon delivery and acceptance of the Vessel, Nava shall provide the Buyer with the manufacturer's warranty terms for the Vessel.

The Buyer shall be entitled to exercise rights under the manufacturer's warranty during the warranty period, in accordance with the terms set out in the manufacturer's warranty.

Regardless of the manufacturer's warranty, the Buyer shall retain all statutory rights arising from material defects of the Vessel in accordance with the COA and the CPA.

Nava shall not be obliged to remedy defects at their own expense if such defects are not recognized by the manufacturer under the warranty, except in the case of material defects for which Nava is liable under applicable law.

EXCLUSION OF THE CONSUMER'S RIGHT OF WITHDRAWAL

By entering into the Agreement, the Consumer confirms that the Vessel has been manufactured according to their specifications, i.e. that it has been clearly customized to their personal needs (e.g. choice of engine, equipment, interior configuration, or other customizations).

Pursuant to Article 86, paragraph 1, item 3 of the CPA (official gazette of the Republic of Croatia "Narodne novine" Nos. 19/22, 59/23), in such case the Consumer shall not have the right to unilaterally withdraw from the Agreement within 14 days from the delivery of the Vessel, provided that the Agreement was concluded at a distance or outside of the business premises.

If the Vessel is a standard product without specific customizations, the



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zadržava pravo na jednostrani raskid Ugovora u skladu sa ZZP-a.

ZAŠTITA OSOBNIH PODATAKA

Kupac daje svoje osobne podatke Navi dobrovoljno radi sklapanja i izvršenja Ugovora. Pravna osnova obrade osobnih podataka je izvršenje ugovora sukladno članku 6. stavku 1. točki (b) Opće uredbe o zaštiti podataka (GDPR).

Osobni podaci Kupca koriste se za komunikaciju, ugovaranje i izvršenje usluga obuhvaćenih Ugovorom te će se obrađivati i čuvati u skladu s primjenjivim propisima, uključujući GDPR. Podaci se mogu proslijediti proizvođaču, dobavljačima i suradnicima koji sudjeluju u realizaciji usluga koje su predmet Ugovora, uključujući prijenos podataka u treće zemlje ako je to nužno za izvršenje Ugovora, uz primjenu odgovarajućih mjera zaštite podataka sukladno GDPR-u.

Osobni podaci Kupca čuvat će se onoliko dugo koliko je nužno za izvršenje Ugovora i zakonskih obveza (npr. računovodstvenih), nakon čega će biti brisani ili anonimizirani.

Ako je Kupac dao svoju privolu, Nava može koristiti njegove osobne podatke u marketinške svrhe (npr. slanje obavijesti, akcija, promocija, newslettera). Kupac može u svakom trenutku povući privolu za korištenje osobnih podataka u marketinške svrhe slanjem zahtjeva na e-mail adresu navedenu u marketinškim materijalima Nave.

Kupac ima pravo zatražiti pristup svojim osobnim podacima, njihovu ispravku, brisanje, ograničenje obrade, prenosivost podataka i pravo na prigovor, sukladno GDPR-u.

ZAVRŠNE ODREDBE

Smatrat će se da je dostava obavijesti između Ugovornih strana sukladno Ugovoru valjana izvršena pisanim putem ako je poslana: (i) preporučenom poštom s povratnicom ili (ii) e-mailom na posljednju adresu, odnosno e-mail adresu o kojoj je jedna Ugovorna strana obavijestila drugu pisanim putem. Dostava e-mailom smatra se valjanom ako druga strana ne ospori primitak. Kupac je isključivo odgovoran za točnost adrese, odnosno e-mail adrese za slanje obavijesti o kojoj je obavijestio Navu, te je dužan bez odgode pisanim putem obavijestiti Navu o bilo kakvoj promjeni podataka za slanje obavijesti.

Ugovorne strane će sve eventualne sporove vezano za Ugovor (uključujući njegovo izvršavanje i prestanak) pokušati riješiti sporazumno. Ako to nije moguće, nadležan je sud u Splitu, Hrvatska.

Mjerodavno pravo je pravo Republike Hrvatske (isključujući njegove odredbe o sukobu zakona koje bi upućivale na primjenu stranog prava).

Potrošač koji je nezadovoljan uslugom Nave ima pravo podnošenja pisanog prigovora u poslovnim prostorijama Nave, putem pošte na adresu: Nautika Centar Nava d.o.o., Branimirova obala 11, 21000 Split, Hrvatska, ili putem e-maila na adresu: aftersales@navaboats.com.

Nava je dužna odgovoriti na prigovor u roku od 15 dana od dana zaprimanja prigovora.

Potrošač ima pravo sukladno Zakonu o alternativnom rješavanju potrošačkih sporova (NN 121/16, 32/19) pokrenuti postupak rješavanja potrošačkog spora pred tijelom s liste notificiranih tijela za alternativno rješavanje potrošačkih sporova. Podaci o trenutno notificiranim tijelima dostupni su na mrežnim stranicama Središnjeg portala za potrošače Ministarstva gospodarstva Republike Hrvatske: <https://www.szp.hr/sve-potrosacke-teme-na-jednom-mjestu/alternativno-rjesavanje-potrosackih-sporova-arps/37>.

Ako bilo koja odredba Ugovora ili ovih Općih uvjeta jest ili postane ništetna, nevaljana ili neizvršiva, ili ako Ugovor sadrži nenamjeravanu ugovornu prazninu, to neće utjecati na valjanost ili izvršivost ostatka

Consumer shall retain the right to unilaterally withdraw from the Agreement in accordance with the CPA.

PERSONAL DATA PROTECTION

The Buyer voluntarily provides their personal data to Nava for the purpose of concluding and performing the Agreement. The legal basis for the processing of personal data is the performance of an agreement pursuant to Article 6(1)(b) of the General Data Protection Regulation (GDPR).

The Buyer's personal data shall be used for communication, contracting, and performance of the services covered by the Agreement, and shall be processed and stored in accordance with applicable regulations, including the GDPR. The data may be shared with manufacturers, suppliers, and partners involved in the provision of services under the Agreement, including transfers to third countries where necessary for the performance of the Agreement, subject to appropriate data protection safeguards in accordance with the GDPR.

The Buyer's personal data shall be retained for as long as necessary for the performance of the Agreement and compliance with legal obligations (e.g. accounting), after which they shall be deleted or anonymized.

If the Buyer has given consent, Nava may use their personal data for marketing purposes (e.g. sending notifications, offers, promotions, newsletters). The Buyer may withdraw such consent at any time by sending a request to the email address indicated in Nava's marketing materials.

The Buyer has the right to request access to their personal data, rectification, erasure, restriction of processing, data portability, and the right to object, in accordance with the GDPR.

FINAL PROVISIONS

Any notice between the Parties under the Agreement shall be deemed duly delivered in writing if sent: (i) by registered mail with return receipt, or (ii) by email to the last address or email address notified by one Party to the other in writing. Delivery by email shall be deemed valid unless the receiving Party disputes receipt. The Buyer shall be solely responsible for the accuracy of the address or email address for the delivery of notices provided to Nava and shall be obliged to notify Nava in writing without delay of any change to such contact details.

The Parties shall attempt to resolve all disputes arising out of or in connection with the Agreement (including its performance and termination) amicably. If this is not possible, the competent court shall be the court in Split, Croatia.

The governing law shall be the law of the Republic of Croatia (excluding its conflict of law rules that would refer to the application of foreign law).

A Consumer who is dissatisfied with Nava's services has the right to submit a written complaint at Nava's business premises, by mail, sent to the following address: Nautika Centar Nava d.o.o., Branimirova obala 11, 21000 Split, Croatia, or by email to: aftersales@navaboats.com.

Nava is obliged to respond to the complaint within 15 days from the date of receipt of the complaint.

Pursuant to the Act on Alternative Dispute Resolution for Consumer Disputes (official gazette of the Republic of Croatia "Narodne novine" Nos. 121/16, 32/19), the Consumer has the right to initiate a consumer dispute resolution procedure before a body listed among the notified entities for alternative dispute resolution. Information on currently notified bodies is available on the website of the Central Consumer Portal of the Ministry of Economy of the Republic of Croatia: <https://www.szp.hr/sve-potrosacke-teme-na-jednom-mjestu/alternativno-rjesavanje-potrosackih-sporova-arps/37>.

If any provision of the Agreement or these General Terms is or becomes null and void, invalid, or unenforceable, or if the Agreement contains an unintended contractual gap, this shall not affect the validity or



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Ugovora. Takva odredba će se smatrati zamijenjenom, a praznina popunjenom, odgovarajućom odredbom koja je u skladu s obveznim propisima i gospodarskom svrhom Ugovora, najbliža izvornoj namjeri Ugovornih strana.

Ovi Opći uvjeti stupaju na snagu s datumom objavljivanja na Navinim mrežnim stranicama, odnosno dana 01.01.2024. godine.

Nava zadržava pravo izmjene ovih Općih uvjeta u bilo kojem trenutku objavljivanjem izmijenjenog teksta na svojim mrežnim stranicama, , koji stupa na snagu s danom objave i u cijelosti zamjenjuje prethodne Opće uvjete. Izmjene Općih uvjeta ne utječu na već sklopljene ugovore.

enforceability of the remaining provisions of the Agreement. Such provision shall be deemed replaced, and the gap filled, by an appropriate provision consistent with mandatory law and the economic purpose of the Agreement, closest to the original intent of the Parties.

These General Terms shall enter into force on the date of their publication on Nava's website, i.e. on 01/01/2024.

Nava reserves the right to amend these General Terms at any time by publishing the amended text on its website, which shall enter into force on the date of publication and shall fully replace the previous General Terms. Amendments to the General Terms shall not affect agreements already concluded.