

Ovaj prijevod sastoji se od
2 stranice
Br. ov.: 984-4/2026
Datum: 25. lipnja 2026.

Ovjereni prijevod s engleskog jezika



UGOVOR O ZAJMU 28. siječnja 2025.

Pula, Hrvatska

Estry United L.t.d. (Road Town, Pasea Estate, 8755 Tortola, Britanski Djevičanski otoci) (u daljnjem tekstu – „**Zajmodavac**“), kao jedna ugovorna strana, i

Avangard shipyards d.d. (Sv. Polikarpa 8, 52100 Pula, Hrvatska, OIB: 52305384992) (u daljnjem tekstu – „**Zajmoprimac**“), kao druga ugovorna strana, sklapaju ovaj Ugovor o zajmu (u daljnjem tekstu – „Ugovor“) kako slijedi:

Uvod:

Zajmodavac je izvršio preplatu po Ugovoru o remontu i popravku br. AS-12-2022. od 19. listopada 2022. te Prilogu 4. od 21. travnja 2023. i Prilogu 5. od 14. studenoga 2023. u iznosu od 1.040.232,86 eura.

Zajmodavac i Zajmoprimac ovime suglasno utvrđuju sljedeće.

1. Predmet

- 1.1. Zajmodavac će Zajmoprimcu staviti na raspolaganje preplaćeni iznos od 1.040.232,86 eura kao zajam (u daljnjem tekstu: „Iznos zajma“), a Zajmoprimac će Zajmodavcu vratiti Iznos zajma u skladu s uvjetima ovog Ugovora.
- 1.2. Kamatna stopa na Iznos zajma iznosi 3,00 % godišnje.

2. Uvjeti i otplata zajma

- 2.1. Zajmoprimac se obvezuje vratiti Zajmodavcu Iznos zajma najkasnije do 28. siječnja 2026. godine („Rok otplate“). Rok otplate može se produžiti uz uzajamnu pisanu suglasnost strana ovog Ugovora.

3. Razno

- 3.1. Zajmodavac ima pravo ustupiti svoja prava iz Ugovora. Zajmoprimac ima pravo ustupiti svoje obveze iz Ugovora nakon primitka pisanog pristanka Zajmodavca za takav ustup.
- 3.2. Ugovorne strane suglasne su da će se na Ugovor primjenjivati hrvatsko pravo.
- 3.3. Svi sporovi koji proizađu iz ovog Ugovora ili su s njim u vezi, uključujući sporove vezane za njegovo sklapanje, obvezujući učinak, izmjenu ili raskid, rješavat će, uz isključenje redovnih sudova, Arbitražni sud u skladu s Međunarodnim arbitražnim pravilima Trgovinske komore u Zürichu. Arbitraža će se voditi na engleskom jeziku. Mjesto arbitraže bit će Zürich.

LOAN AGREEMENT January 28, 2025
Pula, Croatia

Estry United L.t.d. (Road Town, Pasca Estate, 8755 Tortola, British Virgin Islands) (hereinafter – the „**Lender**“), as the one party, and

Avangard shipyards d.d. (Sv.Polikarpa 8, 52100 Pula, Croatia, OIB 52305384992), (hereinafter – the „**Borrower**“), as the other party, have entered into the present Loan Agreement (hereinafter – the „**Agreement**“) as follows:

Introduction :

The Lender made overpayment related to the Contract for refit and repair No.AS-12-2022 from 19th of October 2022, and Annex 4 from 21st of April 2023, and Annex 5 from 14th of November 2023 in the amount of 1.040.232,86 euros.

Here with the Lender and Borrower agree as follows.

1. Subject matter

- 1.1. The Lender shall make the overpaid amount of 1.040.232,86 euros available to the Borrower as the loan (hereinafter - the „**Loan amount**“) and the Borrower shall repay to the Lender the Loan amount in accordance with the terms of this Agreement.
- 1.2. The interest rate on the Loan amount shall constitute 3,00% per annum.

2. Lending conditions and loan repayment

2.1. The Borrower undertakes to repay to the Lender the Loan amount not later than January 28, 2026 (the „**Repayment Date**“). The Repayment Date may be extended by the mutual written consent of the parties hereof.

3. Miscellaneous

3.1. The Lender shall be entitled to assign it's rights under the Agreement. The Borrower shall be entitled to assign it's obligations under the Agreement after receipt of the written consent of the Lender for such assignment.

3.2 The parties hereof have agreed that the laws of Croatia shall be applied to the Agreement.

3.3 All disputes arising out or in connection with this Agreement, including disputes on it's conclusion, binding effect, amendments or termination, shall be resolved, to the exclusion of the ordinary courts, by and Arbitral Tribunal in accordance with the International Arbitration Rules of the Zurich Chamber of Commerce. The arbitration shall be conducted in English. The place of arbitration shall be Zurich.

3.4 The Borrower and the Lender hereby represented and warrant that the signatories of the Agreement are duly entitled to do so.


3.5 The Agreement may be terminated or prolonaged by the written agreement of the parties hereof.

3.6. The Agreement is executed in English language in two conterparts of the equal legal force, one conterpart for each of the party hereof.

The Lender

Estry United L.t.d.

Authorised signatory _____



The Borrower

Avangard shipyards d.d.

Authorised signatory _____

