

*Ovaj prijevod sastoji se od  
5 listova / 1 stranice prijevoda  
Broj: OV-1738-2/2022  
Datum: 27. listopada 2022.*

*Ovjereni prijevod  
s engleskog jezika*

mechanically, manually or in any other way recorded on any medium, as well as other documents produced by the Contractor and/or his subcontractors for the only and limited purpose of execution of the Works, which are considered to be copyright or other related work.

22.2. The right to use the copyrighted work assigned to the Client under the Contract means the right to use it in every sense, for the only and limited purpose of the Contract and the works, including without limitation the right to copy and modify the copyrighted work without any specific consent of the Contractor and/or subcontractors hired by him.

22.4. By signing the Contract, the Contractor expressly acknowledges and agrees that the Price to be paid by the Client to the Contractor pursuant to the Contract also includes full and fair compensation for the right to use the copyrighted work in accordance with this Article.

## ANNEXES AND AMENDMENTS TO THE CONTRACT

### Article 23

23.1. Any amendments to the Contract and/or its annexes must be made in writing and signed by both Parties.

## DURATION AND TERMINATION OF THE CONTRACT

### Article 24

24.1. This Contract is concluded on a limited period of time, until its realisation.

24.2. In the event of termination of this Contract in accordance with the provisions of this Article or applicable law, the Contractor is entitled to the payment of those Works which it has performed up to the moment of termination of the Contract. After the termination of the Contract, the Client and the Contractor shall determine the value of performed Works to be paid to the Contractor. Delivered Equipment will become the property of the Client and will be put on the disposal of the Client by the Contractor.

## GENERAL PROVISIONS

### Article 25

25.1. Applicable law. This Contract and its interpretation are governed by Swiss law.

25.2. Jurisdiction. The Parties undertake to use their best endeavors to resolve any disputes arising out of or in connection with this Contract by mutual agreement. If no amicable settlement can be reached within 30 (thirty) Business days, all disputes arising out of or in connection with the Contract, including disputes relating to the issues of its proper occurrence, breach or termination, as well as the legal effects that result from it, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by

one or more arbitrators appointed in accordance with the said Rules. The place of arbitration shall be Zurich, Switzerland and the language of the arbitration shall be English.

- 25.3. Subcontractors and transfer. The Contractor shall not transfer the benefits or rights under this Contract without the Client's written consent. Neither the Client nor the Contractor shall transfer the obligations under this Contract without the written consent of the other Party. In the case of subcontracting, the Contractor agrees to bound the subcontractor in their agreement to act in accordance with the terms of this Contract and shall be responsible for the Works performed by the subcontractor as if he had performed them himself, i.e. their responsibility shall be joint and several.
- 25.4. Complete Contract. This Contract, together with all its Exhibits, contains the entire agreement of the Parties with respect to the subject matter of the Contract and supersedes any other agreements, oral or written, that relate to the subject matter of the Contract. Amendments to the Contract shall not bind the Parties unless made in writing.
- 25.5. Partial invalidity. The invalidity or unenforceability of any provision of the Contract shall not affect in any way the validity or enforceability of the remaining provisions and the Parties shall use their best endeavors to amend such provision so as to make it valid and enforceable in accordance with its stated intention, to the extent allowed by law.
- 25.6. Number of copies. This Contract is concluded simultaneously in 2 (two) identical copies, one for each Party.
- 25.7. Entry into force. The Parties agree that the Contract shall be deemed to have been concluded at the time when it is signed by persons authorized to represent the Parties and authenticated by the Parties' stamps (except when the certification of the contract with a stamp is not necessary for the Party which, in the country of its registered office and in regular legal transactions, does not use the seal when entering into contractual relations).
- 25.8. Terms and Conditions. The General Terms and Conditions of any Party do not apply to the Contract, and for which effect it is not important that the Party objects to the application of such General Terms, nor the fact that the Client accepted the offer of the Contractor, accepted Works from the Contractor or paid to the Contractor part or all of the Price, unless specifically determined differently under this Contract.
- ~~25.9.~~
- 25.9. The Parties agree that they are aware of their rights and obligations arising under this Contract and that they accept the same.

For the Client:

Tomislav Debeljak

**DIV GRUPA d.o.o.**

10430 SAMOBOR, Bobovica 10/A  
Tel. 01 3377-000, Fax. 01 3376-155  
OIB: 33890755814

For the Contractor:

ALESSANDRO ZANCHETTA



President of the Management Board

25.08.2020

Date: ~~23.07.2020~~

Place: Zagreb, Croazia

CEO and Legal Representative of Hysea s.r.l.

25.08.2020

Date: ~~23.07.2020~~

Place: S. Vendemiano, Italy\_

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Exhibit 1\_Key deadlines/Phases of work execution

/tekst izostavljen na zahtjev stranke, op. prev./

Članak 25.

25.1. Mjerodavno pravo. Ovaj Ugovor i njegovo tumačenje regulirani su švicarskim pravom.

25.2. Nadležnost. Ugovorne strane se obvezuju da će učiniti sve kako bi sve sporove proizašle iz ili u vezi s ovim Ugovorom riješile međusobnim dogovorom. Ako se sporazumno rješenje ne bi moglo postići u roku od 30 (trideset) radnih dana, svi sporovi koji proizlaze iz ovog Ugovora i u vezi s njim, uključujući i sporove koji se odnose na pitanja njegovog valjanog nastanka, povrede ili prestanka, kao i na pravne učinke koji iz toga proistječu, konačno će biti riješeni prema Arbitražnim pravilima Međunarodne trgovačke komore od strane jednog ili više arbitara imenovanih sukladno navedenim pravilima. Mjesto arbitraže biti će Zürich, Švicarska, a jezik arbitraže biti će engleski.

25.3. Podizvođači i prijenos. Izvođač neće prenijeti pogodnosti ili prava iz ovog Ugovora bez pisanog pristanka Naručitelja. Ni Naručitelj ni Izvođač neće prenijeti obveze iz ovog Ugovora bez pisanog pristanka druge strane. U slučaju podugovaranja, Izvođač je suglasan vezati podizvođača u njihovom ugovaranju da postupa u skladu s uvjetima ovog Ugovora i biti će odgovoran za Radove izvedene od podizvođača kao da ih je on sam izveo, tj. njihova će odgovornost biti solidarna i pojedinačna.

25.4. Potpun ugovor. Ovaj Ugovor, zajedno sa svim njegovim Dodacima, sadrži cjelokupni dogovor Ugovornih strana u pogledu predmeta Ugovora i zamjenjuje sve druge dogovore, usmene ili pisane, koji se odnose na predmet. Izmjene i dopune Ugovora neće obvezivati Ugovorne strane osim ako nisu u pisanom obliku.

25.5. Djelomična nevaljanost. Nevaljanost ili neprovedivost bilo koje odredbe Ugovora neće ni na koji način utjecati na valjanost ili provedivost preostalih odredbi i ugovorne strane će dati sve od sebe da izmjene takvu odredbu kako bi bila valjana i provediva u skladu s navedenom namjerom, u mjeri u kojoj to dopušta zakon.

25.6. Broj kopija. Ovaj Ugovor sklapa se istovremeno u 2 (dva) istovjetna primjerka, po jedan za svaku Ugovornu stranu.

25.7. Stupanje na snagu. Ugovorne strane su suglasne da se Ugovor smatra sklopljenim u trenutku kad ga potpišu osobe ovlaštene za zastupanje Ugovornih strana i ovjere pečatom Ugovornih strana (osim kad ovjera ugovora pečatom nije potrebna za Ugovornu stranu koja u državi registriranog sjedišta i u redovnom pravnom prometu ne koristi pečat prilikom sklapanja ugovornih odnosa).

25.8. Odredbe i uvjeti. Opći uvjeti bilo koje Ugovorne strane ne primjenjuju se na Ugovor, te za tu svrhu nije važno da se Ugovorna strana protivi primjeni takvih Općih uvjeta, niti činjenica da je Naručitelj prihvatio ponudu Izvođača, prihvatio Radove od Izvođača ili platio Izvođaču dio ili cijelu cijenu, osim ako nije drukčije određeno ovim Ugovorom

25.9. Ugovorne strane su suglasne da su upoznate sa svojim pravima i obvezama koje proizlaze iz ovog Ugovora te da iste prihvaćaju.

Za Naručitelja:

/potpis nečitljiv/

Tomislav Debeljak

Predsjednik upravnog odbora

Datum: 25.08.2020.

Mjesto: Zagreb, Hrvatska

Za Izvođača:

/potpis nečitljiv/

Alessandro Zanchetta

Izvršni direktor i zakonski zastupnik Hysea s.r.l

Datum: ~~23.07.2020.~~ 25.08.2020.

Mjesto: S. Vendemiano, Italija

/Pečat trgovačkog društva DIV GRUPA d.o.o./

/Pečat trgovačkog društva HYSEA Srl./

Prilog 1\_Ključni rokovi/Faze izvođenja rokova

/paraf/

Ovime ja, Ivana Jugovac, mag., stalni sudski tumač za talijanski, engleski i njemački jezik, ponovno imenovana rješenjem predsjednika Županijskog suda u Puli br. 4 Su-1376/06 od 30. listopada 2019. godine, potvrđujem i ovjeravam da je ovaj prijevod s engleskog na hrvatski jezik vjeran tekstu izvornika.

Novigrad, 27. listopada 2022. godine  
Broj: OV-1738-2/2022

Ivana Jugovac, mag.

