Bardek Lisac Mušec Skoko & partneri
in cooperation with / u suradnji s CMS Reich-Rohrwig Hainz

Odvjetničko društvo
Bardek, Lisac, Mušec,
Skoko i partneri d.o.o.
Ilica 1
10000 Zagreb, Hrvatska
T +385 1 4825 600
F +385 1 4825 601
E office@bmslegal.hr

FINA Zagreb
Ulica grada Vukovara 70
10 000 Zagreb

Zagreb, 17.06.2025.
Oznaka: ZAG2025/392

Naznaka: **Pisarnica – predstečajni postupak**

Poslovni broj: **St-1035/2025**

Dužnik: **BRODOGRAĐEVNA INDUSTRIJA SPLIT, dioničko društvo,** sa sjedištem na adresi Zagreb (Grad Zagreb), Ulica Velimira Škorpika 11, upisano u sudski registar Trgovačkog suda u Zagrebu pod brojem (MBS): 060175040, OIB: 18556905592;

koje zastupaju odvjetnici Sandra Lisac i Lovro Moharić iz Odvjetničkog društva Bardek, Lisac, Mušec, Skoko i partneri d.o.o. iz Zagreba, Ilica 1, 10 000 Zagreb, OIB: 49363584505;

Vjerovnik: **Shanghai Hongfang Marine Engineering Co., LTD**, sa sjedištem na adresi No. 989, Fengliang Road, Fengxian District, 201411 Šangaj, Kina,

Radi: Prijave tražbine u predstečajnom postupku

PODNESAK

x1 *Vjerovnika*

1. Vjerovnik je za zastupanje u ovom predmetu opunomoćio odvjetnicu Sandru Lisac i odvjetnika Lovru Moharića iz Odvjetničkog društva Bardek, Lisac, Mušec, Skoko i partneri d.o.o.

Dokaz: *Punomoć 16.06.2025.* ***(Prilog 1.);***

2. Trgovački sud u Zagrebu je 19.05.2025. objavio rješenje pod poslovnim brojem St-1035/2025 o otvaranju predstečajnog postupka nad društvom dužnika BRODOGRAĐEVNA INDUSTRIJA SPLIT, dioničko društvo, Zagreb, Ulica Velimira Škorpika 11, OIB: 18556905592. (dalje u tekstu: „**Rješenje**").

3. Sud je točkom III. Rješenja pozvao vjerovnike dužnika BRODOGRAĐEVNA INDUSTRIJA SPLIT, dioničko društvo, Zagreb, Ulica Velimira Škorpika 11, OIB: 18556905592 (dalje u tekstu: „**Dužnika**"), da u roku od 21 (dvadesetjedan) dan od dana

dostave Rješenja na stranici e-Oglasna ploča, prijave svoje tražbine nadležnoj jedinici Financijske agencije na propisnom obrascu.

4. Sukladno navedenoj uputi, Vjerovnik ovim putem podnosi svoju prijavu tražbine u predstečajni postupak St-1035/2025.

Dokaz: *Popunjen obrazac prijave tražbine od 17.06.2025.(**Prilog 2.**);*

5. Tražbina Vjerovnika temelji se na:

a. Ugovoru br. 492227 o kupoprodaji namještaja za kabine posade i zajedničke prostore, namještaja za kabine viših časnika i bolničkog namještaja za NB 859, sklopljenog dana 13.03.2024. između Dužnika i Vjerovnika (dalje u tekstu: **„Ugovor“**);
b. Računu br. CS20240720 od 25.07.2024. u iznosu od 21.256,57 USD;
c. Računu br. CS20240807 od 07.08.2024. u iznosu od 27.180,74 USD;
d. Računu br. CS20240822 od 22.08.2024. u iznosu od 28.066,65 USD.

Dokaz: *Ugovor br. 492227 o kupoprodaji namještaja za kabine posade i zajedničke prostore, namještaja za kabine viših časnika i bolničkog namještaja za NB 859 (**Prilog 3.**);*
*Ovjereni prijevod Računa br. CS20240720 od 25.07.2024. (**Prilog 4.**);*
*Ovjereni prijevod Računa br. CS20240807 od 07.08.2024. (**Prilog 5.**)*
*Ovjereni prijevod Računa br. CS20240822 od 22.08.2024. (**Prilog 6.**)*

6. Člankom 7.1 Ugovora je utvrđen iznos kupoprodajne cijene od 71.363,30 USD. Naknadnim dogovorom stranaka je ugovorena dodatna kupoprodaja materijala u iznosu od USD 5.140,66.

Dokaz: *E-mail korespondencija između Vjerovnika i Dužnika od 02.08.2024. (**Prilog 7.**);*

7. Od ukupnih 76.503,96 USD, preostalo dugovanje, preračunato iz USD u EUR prema srednjem tečaju HNB-a iznosi **37.802,95 EUR**.

8. Zakonske zatezne kamate na dospjelo, a neplaćeno dugovanje do otvaranja predstečajnog postupka iznose **3.276,43 EUR**.

9. Slijedom navedenog, .na dan otvaranja predstečajnog postupka nad Dužnikom, cjelokupno potraživanje Vjerovnika prema Dužniku iznosi **41.079,38 EUR**.

Shanghai Hongfang Marine Engineering Co., LTD,
koje zastupa:

ODVJETNIČKO DRUŠTVO
Bardek, Lisac, Mušec,
Skoko i partneri d.o.o.
ILICA 1, ZAGREB 19

ODVJETNIK
Lovro Moharić
ILICA 1, ZAGREB

Lovro Moharić

Punomoć

Shanghai Hongfang Ship Engineering Co., LTD, sa sjedištem na adresi No. 5058, Hangtang Road, Fengcheng Town, Fengxian District, Shanghai (dalje u tekstu „**Opunomoćitelj**"),

ovlašćuje ovime sve odvjetnike odvjetničkog društva

Power of Attorney

Shanghai Hongfang Ship Engineering Co., LTD, having its registered seat at the address No. 5058, Hangtang Road, Fengcheng Town, Fengxian District, Shanghai (hereinafter referred to as the "**Principal**"),

authorises herewith all attorneys-at-law of the law firm

Bardek Lisac Mušec Skoko & partneri

odvjetničko društvo d.o.o. sa sjedištem u Zagrebu, Ilica 1

pojedinačno i samostalno, između ostalog:

Sandru Lisac

Lovru Moharića

kao i sve odvjetničke vježbenike

(svaki samostalno dalje „**Opunomoćenik**"),

solely and independently, inter alia:

Sandra Lisac

Lovro Moharić

as well as all associates

(each hereinafter the "**Authorised Person**"),

da zastupa Opunomoćitelja:

u predstečajnom postupku koji se vodi pred **Trgovačkim sudom u Zagrebu** pod poslovnim brojem **St-1035/2025** nad društvom **BRODOSPLIT d.d.**, sa sjedištem na adresi Zagreb (Grad Zagreb), Ulica Velimira Škorpika 11, OIB: 18556905592;

pred **Financijskom agencijom** u vezi s predstečajnim postupkom koji se vodi pred **Trgovačkim sudom u Zagrebu** pod poslovnim brojem **St-1035/2025** nad društvom **BRODOSPLIT d.d.**, sa sjedištem na adresi Zagreb (Grad Zagreb), Ulica Velimira Škorpika 11, OIB: 18556905592; te

u stečajnom, parničnom i/ili bilo kojim drugim postupcima koji potencijalno proizađu iz ovog gore navedenog predstečajnog postupka;

a posebice da podnese prijavu tražbine Opunomoćitelja u postupku, prima sva pismena u vezi s navedenim postupkom, zastupa Opunomoćitelja na svim ročištima, osporava tražbine drugih vjerovnika, raspravlja i glasa o planu restrukturiranja, komunicira s

to represent the Principal:

in the pre-bankruptcy proceedings initiated before **Commercial Court in Zagreb** under ref.no. **St-1035/2025** over the Company **BRODOSPLIT d.d.**, with seat at the address Zagreb (Grad Zagreb), Ulica Velimira Škorpika 11, OIB: 18556905592;

before **Financial Agency** in relation to the pre-bankruptcy proceedings initiated before **Commercial Court in Zagreb** under ref.no. **St-1035/2025** over the Company **BRODOSPLIT d.d.**, with seat at the address Zagreb (Grad Zagreb), Ulica Velimira Škorpika 11, OIB: 18556905592; and

in bankruptcy, civil and/or any other proceedings potentially arising from the above-mentioned pre-bankruptcy proceedings;

and especially to submit the claim application of the Principal in the proceedings, to receive all court documents concerning the above proceedings, to represent the Principal at all hearings, to dispute claims of other creditors, to argue and vote on the restructuring plan, to

povjerenikom, podnese bilo koji pravni lijek ili tužbu u postupku ili u vezi postupka te općenito poduzima bilo koje druge radnje i zastupa interese Opunomoćitelja u postupku.

communicate with the administrator, submit any legal remedy or file a lawsuit in or in relation to the proceedings and to generally undertake any action necessary and represent the interests of the Principal in the proceedings.

Opunomoćitelj priznaje sve radnje koje je Opunomoćenik poduzeo u ime Opunomoćitelja kao pravovaljane te se obvezuje na poziv i bez otezanja podmiriti sve njegove troškove i izdatke za izvršene usluge.

The Principal acknowledges all actions which have been performed by the Authorised Person on his behalf as legally binding and undertakes to settle on request and without delay all of the Authorised Person's costs and expenses in connection with the services performed.

Na ovu punomoć se primjenjuje hrvatsko pravo. Ova punomoć je sastavljena na hrvatskom i na engleskom jeziku. U slučaju sumnje, mjerodavna je verzija na hrvatskom jeziku.

Croatian law shall be the governing law for this Power of Attorney. This Power of Attorney is drafted in two versions, Croatian and English. In case of any doubt, Croatian version shall prevail.

[place of signing], [date of signing]

Shanghai 2024.06.13

Shanghai Hongfang Ship Engineering Co., LTD

koje zastupa / represented by

[name of the authorized representative]

FINANCIJSKA AGENCIJA

OIB: 85821130368

Ulica grada Vukovara 70, ZAGREB

(adresa nadležne jedinice)

Nadležni trgovački sud **Trgovački sud u Zagrebu**

Poslovni broj spisa **St-1035/2025**

PRIJAVA TRAŽBINE VJEROVNIKA U PREDSTEČAJNOM POSTUPKU

PODACI O VJEROVNIKU:

Ime i prezime / tvrtka ili naziv

Shanghai Hongfang Marine Engineering Co., LTD

OIB

Adresa / sjedište

No. 989, Fengliang Road, Fengxian District, 201411 Šangaj, Kina

PODACI O DUŽNIKU:

Ime i prezime / tvrtka ili naziv

BRODOGRAĐEVNA INDUSTRIJA SPLIT, dioničko društvo

OIB **18556905592**

Adresa / sjedište

Zagreb (Grad Zagreb), Ulica Velimira Škorpika 11

PODACI O TRAŽBINI:

Pravna osnova tražbine (npr. ugovor, odluka suda ili drugog tijela, ako je u tijeku sudski postupak oznaku spisa i naznaku suda kod kojeg se postupak vodi)

Ugovor br. 492227 od 13.03.2024., Pisani dogovor stranaka o kupoprodaji dodatne robe od 02.08.2024.

Iznos dospjele tražbine **41.079,38** (euro)

Glavnica **37.802,95** (euro)

Kamate **3.276,43** (euro)

Iznos tražbine koja dospijeva nakon otvaranja predstečajnog postupka

/ (euro)

Dokaz o postojanju tražbine (npr. račun, izvadak iz poslovnih knjiga)

Račun br. CS20240720, Račun br. CS20240807, Račun br. CS20240822, Ugovor br. 492227 od 13.03.2024, PISANI DOGOVOR STRANAKA O KUPOPRODAJI DODATNE ROBE OD 02.08.2024.

Vjerovnik raspolaže ovršnom ispravom DA ☐ NE ☒ za iznos _____ (euro)

Naziv ovršne isprave

_____

PODACI O RAZLUČNOM PRAVU:

Pravna osnova razlučnog prava

_____

_____

Dio imovine na koji se odnosi razlučno pravo

_____

_____

Iznos tražbine_____ (euro)

Razlučni vjerovnik odriče se prava na odvojeno namirenje
ODRIČEM ☐ NE ODRIČEM ☐

Razlučni vjerovnik pristaje da se odgodi namirenje iz predmeta na koji se odnosi njegovo razlučno pravo radi provedbe plana restrukturiranja PRISTAJEM ☐ NE PRISTAJEM ☐

PODACI O IZLUČNOM PRAVU:

Pravna osnova izlučnog prava

_____

_____

Dio imovine na koji se odnosi izlučno pravo

_____

_____

Izlučni vjerovnik pristaje da se izdvoji predmet na koji se odnosi njegovo izlučno pravo radi provedbe plana restrukturiranja PRISTAJEM ☐ NE PRISTAJEM ☐

Mjesto i datum
Zagreb, 17.06.2025.

Potpis vjerovnika
ODVJETNIK
Lovro Moharić
ILICA 1, ZAGREB

ODVJETNIČKO DRUŠTVO
Bardek, Lisac, Mušec,
Skoko i partneri d.o.o.
ILICA 1, ZAGREB

BRODOSPLIT D.D.
Velimira Škorpika 11
10000 Zagreb
Croatia

and

SHANGHAI HONGFANG MARINE ENGINEERING CO. ,LTD
No.989, Fengliang Road, Fengxian Distric
201411 Shanghai
China

have executed on 13.03.2024.the following

CONTRACT No.
492227

FOR PURCHASE AND SALE OF
CREW CABINS AND COMMON AREAS FURNITURE, SENIOR OFFICER CABINS FURNITURE AND HOSPITAL FURNITURE FOR NB 859

(hereinafter the **Contract**)

This Contract is made and entered into on this May, 13.2024. by and between

BRODOSPLIT D.D.
a company organized and existing under the laws of Croatia,
having its registered office at Velimira Škorpika 11
10000 Zagreb, Croatia,
EU VAT identification number: HR18556905592,
represented solely and independently by
Tomislav Debeljak, President of the Management Board
(hereinafter the **Buyer**)

and

SHANGHAI HONGFANG MARINE ENGINEERING CO.,LTD
a company organized and existing under the laws of China,
having its registered office at No. 989,Fengliang Road, Fengxian District, Shanghai,
EU VAT identification number: 9131012055431700XP,
represented solely and independently by
Fang Tao, manager of Sales Department
(hereinafter the **Seller**)

The **Buyer** and the **Seller** hereinafter sometimes collectively referred to as the **Parties** or each individually as the **Party**.

In consideration of the mutual covenants herein contained the **Parties** hereto agree as follows:

1 SCOPE OF THE CONTRACT

The **Seller** will manufacture, sell, and deliver, and the **Buyer** will purchase, accept and pay for in accordance with the terms and conditions as set out in this **Contract** the following Equipment: **CREW CABINS AND COMMON AREAS FURNITURE, SENIOR OFFICER CABINS FURNITURE AND HOSPITAL FURNITURE FOR NB 859 (hereinafter the Equipment).**

1.1 The **Equipment** is defined by this **Contract** and in more detail by the specification attached here to Quotation dated 30.01.2024. as Exhibit A, which will, among other things, contain precise data regarding quality, quantity and data regarding weight of the **Equipment** and which forms an integral part of this **Contract** (hereinafter the **Specification**). In case of controversy between this **Contract** and the **Specification** the provisions of this **Contract** will prevail.

1.2 Except as otherwise provided in this **Contract**, the **Seller** shall provide all labor materials and equipment required to manufacture the **Equipment** and fulfill the **Buyer's** request for delivery of technical documentation for the **Equipment**, if the **Buyer** finds it necessary.

1.3 The **Seller** undertakes to manufacture and deliver without extra payment all the parts indispensable to the normal operation of the **Equipment** and which have not been expressly mentioned in the documentation under Paragraph 2 of this Article.

1.4 Equipment has to be made according to the rules of the best western marine furniture standards.

2. TECHNICAL DOCUMENTATION

2.1. Technical clarification for the furniture will be done:
-until Week 15. 2024, Seller will send workshop drawings for comments/approval latest Week 13.2024.
Production can be started only after Buyer's approval.
Final specification of the subject material will be defined after final approved drawing. And price will be changed accordingly.

2.2. The Seller will deliver to the Buyer the following documentation:
-MED certificates, tested for upholstered furniture in accordance with 2010 FTP code (Annex 1, Part 8).
- Documentation required by the forwarder of the Equipment (original invoice, packing lists with the serial number and the year of production of delivered system elements, gages, weights...)
- All the remaining documentation stated in the Specification under Article 1.2 of this Contract

2.3. The Seller warrants that the Equipment shall be manufactured in compliance with the "IMO Hong Kong International Convention for the Safe Environmentally Sound Recycling of Ships, 2009". As evidence of such compliance the Seller shall complete the "Material Declaration-IHM Statement of Compliance" in the form attached hereto as Exhibit Band deliver the same to the Buyer not later than 10 (ten) days after signing of this Contract. If the Seller fails to comply with the afore mentioned, this Contract shall be null and void and the Buyer shall have no liability under this Contract whatsoever.

2.4. The Seller is obliged to make changes to the documentation arising from obligations of the Seller under Articles 1.5 of this Contract.

3. INSPECTION DURING THE MANUFACTURE OF THE EQUIPMENT

3.1. The Buyer or its representatives, including a representative of the vessel's purchaser if so provided in the shipbuilding contract, will have the right to inspect any stage of manufacture of the Equipment during the entire manufacture period and may be present to all analyses and tests concerning the Equipment.

3.2. Costs and expenses of the inspection from Paragraph 1 of this Article shall be for the Seller's account.

3.3. TheSeller shall inform the Buyer at least 15 (fifteen) working days prior the commencement of the testing and/or trials of the Equipment and shall provide the Buyer with necessary testing programs in order to enable the timely inspection by the Buyer and/or its representatives.

3.4. Presence of the Buyer's representatives, their objections or their acceptance of the relevant raw material, material and/or work, will not affect the liability and the warranty obligations of the Seller arising under this Contract.

3.5. If the Seller fails to notify the Buyer as set out in Article 3.3 of this Contract it will compensate the Buyer for all damages and losses occurred to the Buyer due to such failure.

4. DELIVERY AND TRANSFER OF OWNERSHIP

4.1. Delivery will take place according to parity FOB Shanghai Port, China, Incoterms 2010, unless agreed otherwise. The agreed delivery times of the Equipment are binding and fixed and are applicable to the entire delivery period following the date of signing of this Contract. The Seller cannot extend the agreed delivery time without prior written consent of the Buyer.

The Seller will deliver the Equipment on the following date(s): 15.05.2024.

4.2. At the time of actual delivery of the Equipment at the agreed delivery site the Buyer shall compile a record on conditional receipt of the Equipment of which the copy shall be submitted to carrier or delivered to the Seller (hereinafter the Record on conditional receipt of the Equipment).

The Equipment shall be deemed accepted after the execution of receipt control of the Equipment by the Buyer of which the Buyer has to compile a report on receipt control of the Equipment (hereinafter the Report on receipt control of the Equipment) within 8 (eight) working days after the delivery of the Record on conditional receipt of the Equipment to the carrier or to the Seller. The ownership and the risks with respect to the Equipment will transfer to the Buyer when the Buyer accepts the Equipment by issuing Report on receipt control of the Equipment. The Seller guarantees that full and unencumbered ownership will be transferred.

4.3. TheBuyer reserves its right to extend the delivery dates set out in this Article if it would become necessary in order to accommodate its manufacture plans and shall advise the Seller in writing accordingly.

5 TRANSPORTATION OF THE EQUIPMENT

5.1 Subject to the agreed parity Incoterms 2010 the Seller will, on its expense, insure and transport the Equipment to the Shanghai Port and do and Customs clearing & commodity inspection. The Equipment will be professionally fixed, marked and protected to prevent any damage of the Equipment during the transport.

5.2. The Seller will advise the Buyer in writing at least5(five) business days before the planned delivery of the Equipment. If the Seller fails to notify the Buyer as before said it will compensate the Buyer all damages and losses arising thereunder.

6 INSPECTION OF THE EQUIPMENT

6.1 The Buyer is obliged within 8 (eight) working days after submitting the Record on conditional receipt of the Equipment to the carrier or delivering to the Seller to examine the Equipment

in usual manner and in case of obvious defects of the **Equipment** and / or obvious defects of quality or non-compliance of the **Equipment** with the **Specification** to notify the **Seller** about it within the **Report on receipt control of the Equipment.**

6.2 After the **Buyer's** acceptance of the **Equipment**, if the **Buyer** discovers that the **Equipment** has a defect not discoverable by examination in a usual manner, the **Buyer** is obliged to notify the **Seller** about it within 8 (eight) working days after discovery of such defects or non-compliance of the **Equipment** with the **Specification.**

6.3 The **Seller** will accept for return and replacement, credit (at invoiced cost plus the freight cost from the Seller's manufacturing facility to the Buyer or the Buyer's customer(s) to the place of delivery) or repair of the **Equipment** sold to the **Buyer** under this **Contract** which does not conform with the warranties set forth in this **Contract** and for which proper complaint has been given in accordance with previous Paragraph. The **Seller** will assume the risk of loss in transit associated with such returns.

6.4 The**Seller** shall correct all deficiencies within 30 (thirty) days of such determination and bear all costs necessary to replace or repair non-conforming **Equipment.**

6.5 If the **Seller** fails to meet its obligations in accordance with this Article, the **Buyer** will have right to, with or without the assistance of third-parties appointed by the **Buyer**, repair or replace the **Equipment** at the expense of the **Seller.** The **Seller** will compensate the **Buyer** within 15 (fifteen) days from the date of issuing the invoice all costs necessary to repair or replace non-conforming **Equipment** carried out by the **Buyer** with or without assistance of third-parties.

7 PURCHASE PRICE

7.1 The**Buyer** agrees to pay the **Seller** and the **Seller** agrees to accept, as full payment for the **Equipment** sold and delivered to the **Buyer** under this **Contract**, the following price:

USD 71.363,30 (hereinafter the Contract Price)

7.2 The**Contract Price** is fixed and can be changed only by written agreement of the **Parties.**

8 TERMS OF PAYMENT

8.1 The**Buyer** will pay to the **Seller** the **Contract Price** as follows:
1st installment of 30%of the **Contract Price** the **Buyer** will pay after signature of the **Contract.** (1stinstalment hereinafter referred to as the **Advance Payment**)

2nd installment of 70% of the **Contract Price** the **Buyer** will pay before delivery of the **Equipment** in accordance with Article 4. of this **Contract** and not before **Warranty Guarantee** is submitted to the **Buyer** pursuant to Article 9.1 of this **Contract.**

8.2 Invoice issued by the **Seller** must contain the total value of the **Equipment**, and any payable VAT, the description of the **Equipment**, the quantity, **Seller's** bank details, the date of the

delivery, the name of this Contract and the date of singing of this Contract, the country of origin of the Equipment, the VAT number of the Seller and of the Buyer, Commodity code gross and net weight for each item and the Seller's shipment number.

8.3 All payments under this Contract made by the Buyer to the Seller or by the Seller to the Buyer will be made in USD.

9 SECURITIES

9.1. Warranty Guarantee

9.1.1. As security for its performance of its guarantee obligations as described under Article 10 of this Contract, the Seller will in favor of the Buyer issue an unconditional and irrevocable bank guarantee payable on first written demand of the Buyer without cavil or argument issued by the bank acceptable to the Buyer (hereinafter Warranty Guarantee). Warranty guarantee shall be submitted to the Buyer in accordance with the Article 8.1 of this Contract and will be issued for the amount equivalent to 8% (eight percent) of the Contract Price.

9.1.2. In the event warranty period is extended in accordance with Article 10.8 of this Contract, the Seller shall extend of the Warranty Guarantee in accordance with such extension and submit extended Warranty Guarantee to the Buyer no later than 30 (thirty) days before expiry of the validity period of the original Warranty Guarantee. In case the Seller fails to comply with the provisions of this Paragraph, the Buyer shall have the right to activate the original Warranty Guarantee

9.1.3. If the Seller fails to meet its guarantee obligations as described under Article 10 of this Contract, the Buyer is entitled to activate the Warranty Guarantee.

10 WARRANTY FOR THE EQUIPMENT

10.1 TheSeller, as manufacturer of the Equipment, is liable for any material defects, performance of the Equipment and/or lack of manufacture of the Equipment, which specifically includes defects caused by raw material and/or inadequate manufacturing process and/or workmanship. The Seller further warrants compliance of the Equipment with the Specification and other technical requirement under the Contract (if any) and/or requirements of the Classification society (if any) or any other body which is to certify or approve the Equipment (if any).

10.2 TheSeller warrants, that the Equipment sold hereunder will substantially conform to the applicable specifications and will be free from defects in raw material and workmanship, from the date of the delivery to the Buyer.

10.3 TheSeller also guarantees that the Equipment is suitable for their intended purpose and delivered with detailed instructions for storage and preventative maintenance to enable the Buyer to use the Equipment for their intended purpose.

10.4 Warranty period lasts 12 (twelve) calendar months after the delivery of the vessel to the final customer, starting from the day of compiling Report on receipt control of the Equipment.

10.5 If during the warranty period it is determined that the Equipment does not meet the provisions of the previous Paragraphs of this Article, the Seller will be obliged, within the reasonable time period given by the Buyer, but not later than 15 (fifteen) days after the first request of the Buyer and to be decided at the discretion of the Buyer, to replace or repair the Equipment, without prejudice to the other rights of the Buyer provided in this Contract, as well as the Buyer's right to seek compensation for damages due to defect of the Equipment.

10.6 TheBuyer or its representative will inform the Seller in writing within 30 (thirty) working days after discovery of any defect in the Equipment that need to be repaired or replaced and will describe the same.

10.7 If the Seller fails to meet its guarantee obligations, the Buyer will have the right to, with or without the assistance of third- parties appointed by the Buyer, replace or repair the Equipment at the expense of the Seller. The Seller will compensate the Buyer within 15 (fifteen) days after the date of issuing the invoice all cost necessary to replace or repair non-conforming Equipment carried out by the Buyer with or without assistance of third-parties.

10.8 For repaired or replaced parts of the Equipment the Seller shall provide additional warranty in the period of further 6 (six) months, however not shorter than 12 (twelve) months and not longer than 18 (eighteen) months from the date of delivery of the vessel as set out in Article 10.4 of this Contract.

11 CONTRACTUAL PENALTY

11.1 TheSeller will pay to the Buyer contractual penalty in accordance with this Article if it fails to perform its obligation under this Contract, if it is late with its performance or the obligation is faulty performed.

11.1.1 If the Seller does not deliver the Equipment and/or documentation on delivery dates set out in this Contract the Seller will pay to the Buyer contractual penalty in the amount equivalent to 0.5 % (zero point five) of the Contract Price for each started day of such a delay.

11.1.2 If the Seller fails to perform its obligation under this Contract or the performance is faulty and the Seller continues with the breach or non-performance of its obligations and/or fails to eliminate the consequences of the breach within 15 (fifteen) days after the receipt of the written notice stating the breach occurred, the Seller is unconditionally obligated to pay contractual penalty in the amount of 100.000,00 USD.

11.2 In case that delay in delivery of the documentation will be more than 30 (thirty) days after the delivery dates defined in Article 2.1 of this Contract the Buyer will have right to terminate this Contract.

11.3 In case that delay in delivery of the Equipment is more than 30 (thirty) days the Buyer will have a right to terminate this Contract regarding to the remaining part of the Equipment non-

delivered and claim damages caused thereby including refund of any part of any installment of the **Contract Price** paid by the **Buyer** pertaining to not-delivered part of the **Equipment**.

11.4 In case that the **Buyer** has terminated the **Contract** as defined in this Article the **Seller** shall on **Buyer's** demand refund any part of any installment of the **Contract Price** paid by the **Buyer** to the **Seller** before the termination of the **Contract** pertaining to not-delivered part of the **Equipment**, together with any interest thereon at rate of 6% (six percent) accrued in the period from the date when such installments were paid until the refund of the same by the **Seller**.

11.5 In the event of force majeure any delivery date may be extended for a period of time equivalent to the duration of force majeure event affecting the performance of the **Contract** by the party claiming force majeure subject to Article 12 of this **Contract**.

11.6 If the damages or loss suffered by the **Buyer** will exceed the amount of the contractual penalty the **Buyer** will be entitled to claim the difference between the accumulated contractual penalty and the amount of actual damage.

12 FORCE MAJEURE

12.1. Pursuant to Croatian applicable law and practice, events occurred after signing of this **Contract** such as war, civil commotion, mobilization, governmental requisitions, fire, floods, earthquakes, and other similar events which could not be foreseen at the moment when this **Contract** has been made and are fully out of control of the **Parties** are considered as force majeure. Lack of **Seller's** working force or of materials or financing, delay of subcontractors or suppliers of the **Seller** or strike of its, or its subcontractors' or suppliers' employees will not be deemed as force majeure.

12.2. If either **Party** requests to extend the delivery dates under this **Contract** due to any of the above indicated force majeure events, it shall notify the other **Party** immediately or, at the latest, within 5(five) days (by telefax or e-mail) on both the commencement and termination of the force majeure event(s) setting out the details of such force majeure event(s) which the other **Party** shall be entitled to reject if such request is proved to be unreasonable.

12.3. In the event that the period of force majeure exceeds 3 (three) months, the **Buyer** shall have the right to terminate this **Contract**.

13. GOVERNING LAW AND JURISDICTIONS

13.1. The **Parties** agree that all disputes arising in relation to this **Contract** shall be resolved amicably.

13.2. The Parties agree that all disputes arising from this Contract including disputes which refer to question of their valid creation and/or breach and/or termination, as well as legal, effects which arise from it, shall be finally resolved before a subject matter competent court in Zagreb, Croatia and of all it by application of current Croatian law, with the exclusion of the application of any collision rules and the language of the arbitration shall be English.

14. MODIFICATION AND ASSIGNMENT OF THE CONTRACT

14.1 Any amendment or assignment of this Contract shall be made in writing by agreement of the both Parties. No amendments of this Contract shall be valid and/or binding if they are not made in written form.

15 SALVATORY CLAUSE

15.1 TheParties agree that if any of the provisions of this Contract would be null or void, such provision shall have no effect on the validity of other provisions of this Contract.

15.2 TheParties agree to replace the null or void provision of this Contract, with a valid provision closest as possible to the economic purpose of the null or void provision and this entire Contract.

16 MUTUAL PROTECTION OF CLASSIFIED INFORMATION AND OBLIGATION TOWARDS THE END USER

16.1 TheSeller takes note that the Buyer as the vessel shipbuilder has entered into an agreement of mutual cooperation and long-term maintenance of the vessel with the end-purchaser of the vessel.

16.2 Therefore, the Buyer is both authorized and responsible for all service and maintenance of the vessel.

16.3 TheSeller takes note that the Buyer is the author of all projects, calculations and technical details related to the specified type of vessel.

16.4 TheSeller undertakes to sell to the Buyer all spare parts, necessary for the proper functioning of the Equipment and provide services equivalent to those set out in Article 16 of this Contract as and when required by the Buyer at any time during the period of20 (twenty) years hereafter.

16.5 TheSeller undertakes to sell all above mentioned spare parts and services to the Buyer for a price maximally 30% (thirty percent) more than the production cost of each spare part or service and minimally 10% (ten percent) less than the market price of the Seller's spare part or service applied at the time of order.

17 GENERAL

17.1 All agreements achieved and correspondence exchanged between the Seller and the Buyer before entering this Contract into force that do not specifically form a part of this Contract shall have no legal effect between the Parties.

17.2 ThisContract contains the entire agreement between the Parties hereto.

18 ENTERING INTO FORCE

18.1 TheParties hereby state that they are familiar with the rights and obligations arising from this Contract, and that they accept these same rights and obligations by concluding this Contract.

18.2 The **Parties** agree that this **Contract** shall be considered concluded at the moment the **Contract** is signed by the **Parties** i.e. authorised persons for representation by both **Parties**, and when the same **Contract** is certified by seal/seals of **Parties** (hereinafter the Effective Date).

19 NUMBER OF ORIGINALS OF THIS CONTRACT

19.1 This**Contract** has been made in 2 (two) identical originals of which the **Seller** and the **Buyer** to receive 1 (one) original each.

BUYER:

By: Tomislav Debeljak

Title: President of the Management Board

Date: 27.03.2024.

SELLER:

By: Fang Tao

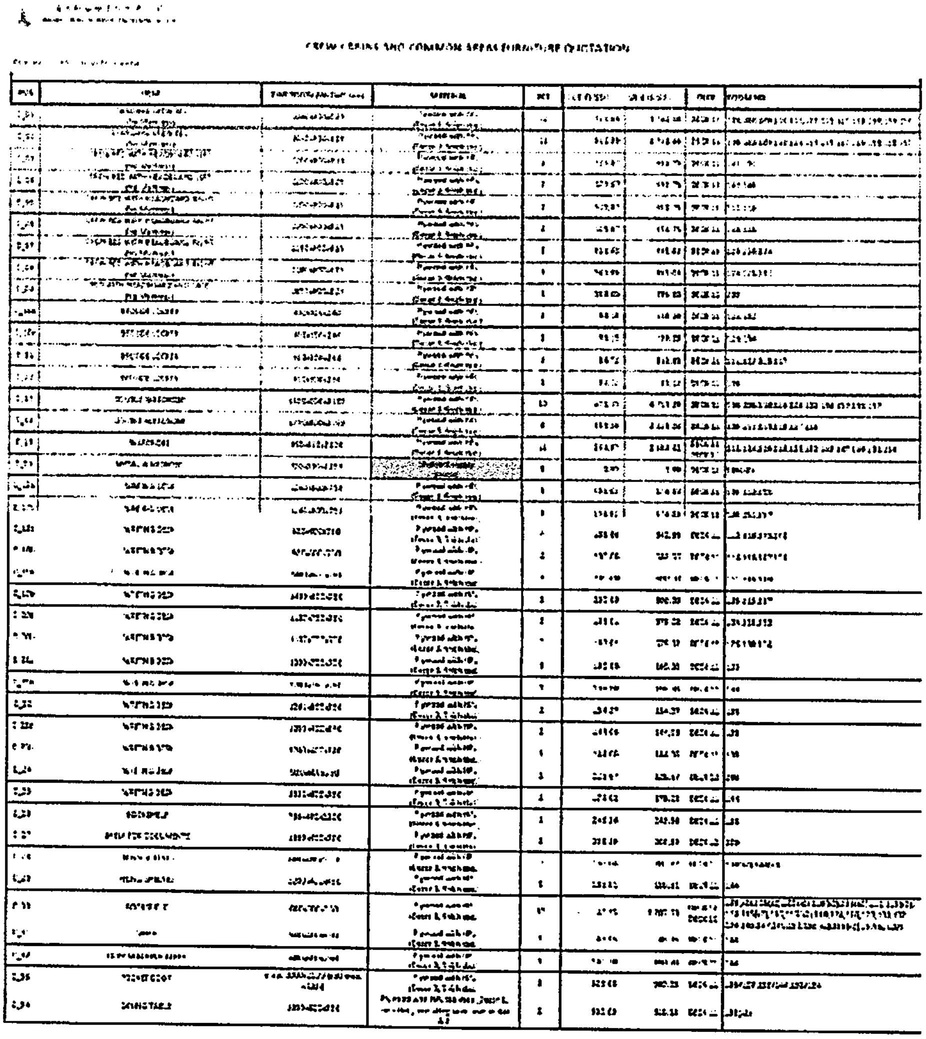
Title: Sales Manager

Date: 18.03.2024.

Enclosure:
Exhibit A
Exhibit B

Exhibit A

SPECIFICATION OF THE EQUIPMENT



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HOSPITAL FURNITURE QUOTATION

SENIOR OFFICER CABINS FURNITURE QUOTATION

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				Totals		[illegible]		
				[illegible]		[illegible]		

[illegible]

Exhibit B

MATERIAL DECLARATION-IHM STATEMENT OF COMPLIANCE

Material Declaration

<Date of declaration>

Date

<MD ID number>

MD ID No.

<Supplier (respondent) information>

Company name
Department
Address
Contact person
Tel./Fax number
E-mail address
D-U-N-S No.

<Other information>

Remark 1
Remark 2
Remark 3

<Product information>

Product name	Product number	Delivered unit		Product information
		Amount	Unit	

<Material information>

Unit

This material information sheet is one of the materials contained in 1

Table	Material name		Threshold level	Present above threshold level	If yes, material mass		If yes, information on where it is used
				Yes/No	Mass	Unit	
"Table A"	Asbestos		0.1%*	No			
	Polybrominated biphenyls (PBBs)		50 mg/kg	No			
	Ozone depleting substances	Chlorofluorocarbons (CFCs)	no threshold level	No			
		Halons		No			
		Other fully halogenated CFCs		No			
		Carbon tetrachloride		No			
		1,1,1-trichloroethane		No			
		Hydrobromofluorocarbons		No			
		Hydrochlorofluorocarbons		No			
		Methyl bromide		No			
		Bromochloromethane		No			
	Anti-fouling systems containing organotin compounds as a biocide		2 500 mg total tin/kg	No			
"Table B"	Cadmium and cadmium compounds		100 mg/kg	No			
	Hexavalent chromium and hexavalent chromium compounds		1,000 mg/kg	No			
	Lead and lead compounds		1,000 mg/kg	No			
	Mercury and mercury compounds		1,000 mg/kg	No			
	Polybrominated biphenyls (PBBs)		50 mg/kg	No			
	Polybrominated diphenyl ethers (PBDEs)		1,000 mg/kg	No			
	Polychlorinated naphthalenes (Cl > 3)		50 mg/kg	No			
	Radioactive substances		at threshold level	No			
	Certain short chain chlorinated paraffins		1%	No			
Annex II**	Perfluorooctane sulfonic acid (PFOS)		10 mg/kg***	No			
	Brominated Flame Retardants (HBCDD)		100 mg/kg	No			

[illegible]

Important Notice: [illegible]

Supplier's Declaration of Conformity for Material Declaration Management

1) SDoC No.: _____

2) Issuer's name: _____

Issuer's address: _____

3) Object(s) of declaration:
1) _____
2) _____
3) _____
4) _____

4) The object(s) of the declaration described above is/are in conformity with the following documents:

5) Applicable Regulations or other stipulated requirements and documents

Document No.	Title	Edition	Date of Issue

6) Additional Information: _____

Signed for and on behalf of: _____

_____
Place of Issue

_____
Date of issue

7) _____ _____
Name, function Signature

Ovaj prijevod sastoji se od
4 lista / 1 stranice prijevoda
Br. OV.: 109-2/2025
Datum: 16. lipnja 2025.

Ovjereni prijevod s engleskog jezika

TRGOVAČKI RAČUN

Otpremnik/izvoznik	Br. i datum računa
Shanghai Hongfang Marine Engineering Co., Ltd No 989 WestGate, Fengliang Road,Fengxian District,Shanghai City,Kina	CS20240807 07.08.2024.
Primatelj	T/T
BRODOSPLIT D.D. Velimira skarpila 11 NB 859 – Ugovor 492227	**Napomena:**
Obavijestiti stranku	
BRODOSPLIT D.D. 10000 Zagreb NB 859 – Ugovor 492227	

Luka ukrcaja	Krajnje odredište
	HRVATSKA
Prijevoznik	**Plovidba na/oko**

Uvjeti isporuke: franko tvornica (EXW) SHANGHAI

Oznake i brojevi paketa	Opis robe	Količina		Jedinična cijena	Iznos
N/M	NAMJEŠTAJ HS: 9403609990	173	KOM	157,11 $	27.180,74 $
UKUPNO:		**173**	**KOM**		**27.180,74 $**

Shanghai Hongfang Marine Engineering Co., Ltd

/Tekst u nastavku izostavljen na zahtjev stranke, op. prev./

Ja, **Mateja Zadravec**, stalni sudski tumač za njemački, slovenski i engleski jezik, imenovana rješenjem ministra pravosuđa i uprave, KLASA: UP/I-710-02/23-01/328, URBROJ: 514-03-03-03/02-23-07 od 19. srpnja 2023. godine, potvrđujem da gornji prijevod potpuno odgovara izvorniku sastavljenom na engleskom jeziku.

Zagreb, 16. lipnja 2025.
Br. OV.: 109-2/2025

Mateja Zadravec, prof.

COMMERCIAL INVOICE

Shipper/Exporter	No.&Date of invoice
Shanghai Hongfang Marine Engineering Co., Ltd No 989 WestGate, Fengliang Road,Fengxian District,Shanghai City,China	CS20240807 AUG.07.2024
Consignee	T/T
BRODOSPLIT D.D. Velimira skarpila 11 NB 859 – Contract 492227	**Remarks:**
NotifyParty	
BRODOSPLIT D.D. 10000 Zagreb NB 859 – Contract 492227	
Port of Loading / **Final destination**	
/ CROATIA	
Carrier / **Sailing on/about**	

Delivery Term: EXW SHANGHAI

Marks&Numbers of PKGS	Description of Goods	Quantity		UnitPrice	Amount
N/M	FURNITURE HS: 9403609990	173	PCS	$157.11	$27,180.74
	TOTAL:	**173**	**PCS**		**$27,180.74**

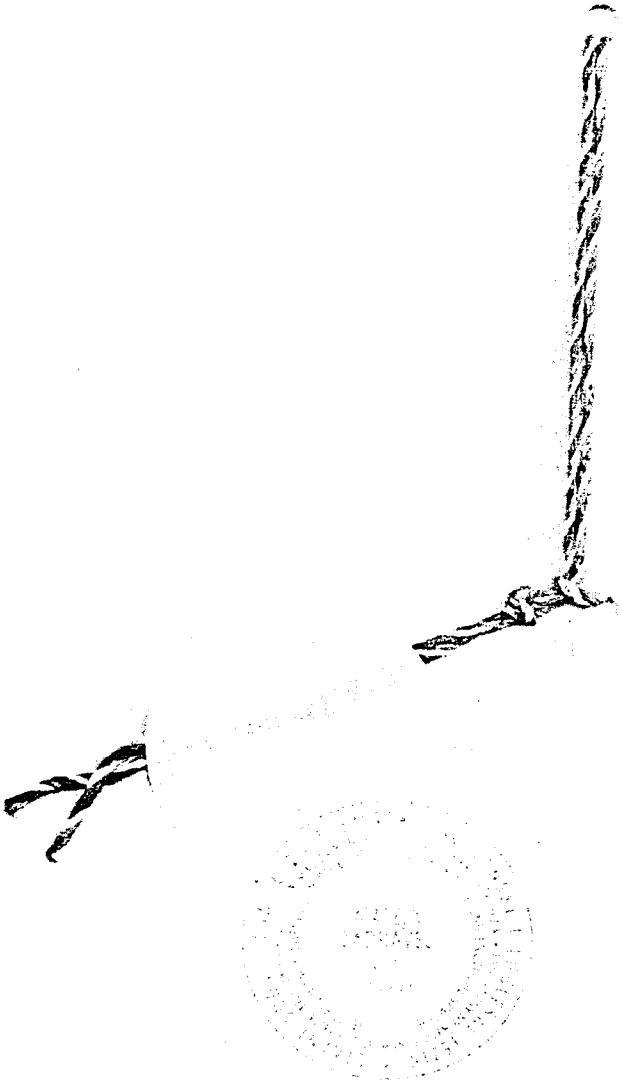
Shanghai Hongfang Marine Engineering Co., Ltd

PACKING LIST

Shipper/Exporter	No.&Date of invoice
Shanghai Hongfang Marine Engineering Co., Ltd No 989 WestGate, Fengliang Road,Fengxian District,Shanghai City,China	CS20240807 Aug.07 2024
Consignee	**Remarks:**
BRODOSPLIT D.D. Velimira skarpila 11 NB 859 – Contract 492227	
NotifyParty	
BRODOSPLIT D.D. 10000 Zagreb NB 859 – Contract 492227	
Port of Loading / **Final destination**: CROATIA	
Carrier / **Sailing on/about**	

Marks&Numbers of PKGS	Description of Goods	Quantity		Net-weight		Gross-weight		Measurement	
N/M	FURNITURE HS: 9403609990	7	PLTS	8391	KGS	8636	KGS	30.00	CBM
	TOTAL:	**7**	**PLTS**	**8741.00**	**KGS**	**8881.00**	**KGS**	**30.00**	**CBM**

Shanghai Hongfang Marine Engineering Co., Ltd



Ovaj prijevod sastoji se od
4 lista / 1 stranice prijevoda
Br. OV.: 109-3/2025
Datum: 16. lipnja 2025.

Ovjereni prijevod s engleskog jezika

TRGOVAČKI RAČUN

Otpremnik/izvoznik	**Br. i datum računa**
Shanghai Hongfang Marine Engineering Co., Ltd No 989 WestGate, Fengliang Road,Fengxian District,Shanghai City,Kina	CS20240822 22.08.2024.
Primatelj	T/T
BRODOSPLIT D.D. Velimira skarpila 11 NB 859 – Ugovor 492227	**Napomena:**
Obavijestiti stranku	
BRODOSPLIT D.D. 10000 Zagreb NB 859 – Ugovor 492227	
Luka ukrcaja / **Krajnje odredište**	
	HRVATSKA
Prijevoznik / **Plovidba na/oko**	

Uvjeti isporuke: franko tvornica (EXW) SHANGHAI

Oznake i brojevi paketa	Opis robe	Količina		Jedinična cijena	Iznos
N/M	NAMJEŠTAJ	50	KOM	240,82 $	12.041,20 $
	HS: 9403609990				
	KAUČ	39	Set	410,91 $	16.025,45 $
	HS : 9401619090				
UKUPNO:		**89**	**KOM**		**28.066,65 $**

Shanghai Hongfang Marine Engineering Co., Ltd

/Tekst u nastavku izostavljen na zahtjev stranke, op. prev./

Ja, Mateja Zadravec, stalni sudski tumač za njemački, slovenski i engleski jezik, imenovana rješenjem ministra pravosuđa i uprave, KLASA: UP/I-710-02/23-01/328, URBROJ: 514-03-03-03/02-23-07 od 19. srpnja 2023. godine, potvrđujem da gornji prijevod potpuno odgovara izvorniku sastavljenom na engleskom jeziku.

Zagreb, 16. lipnja 2025.
Br. OV.: 109-3/2025

Mateja Zadravec, prof.

COMMERCIAL INVOICE

Shipper/Exporter	No.&Date of invoice	
Shanghai Hongfang Marine Engineering Co., Ltd No 989 WestGate, Fengliang Road,Fengxian District,Shanghai City,China	CS20240822	AUG.22.2024
Consignee	T/T	
BRODOSPLIT D.D. Velimira skarpila 11 NB 859 – Contract 492227	**Remarks:**	
NotifyParty		
BRODOSPLIT D.D. 10000 Zagreb NB 859 – Contract 492227		

Port of Loading	Final destination
	CROATIA
Carrier	**Sailing on/about**

Delivery Term: EXW SHANGHAI

Marks&Numbers of PKGS	Description of Goods	Quantity		UnitPrice	Amount
N/M	FURNITURE	50	PCS	$240.82	$12,041.20
	HS：9403609990				
	SOFA	39	Set	$410.91	$16,025.45
	HS：9401619090				
	TOTAL:	**89**	**PCS**	..	**$28,066.65**

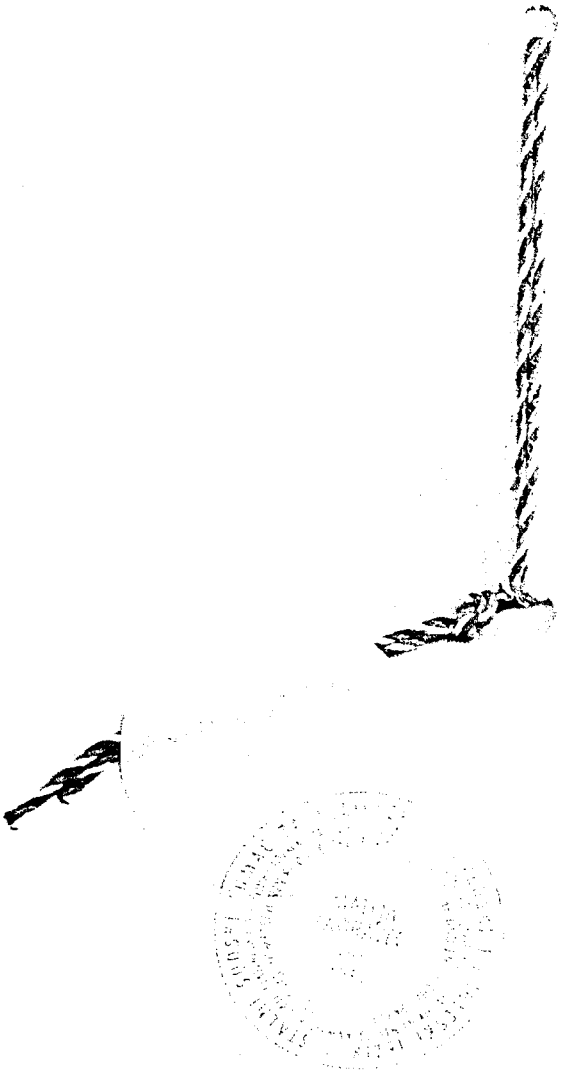
Shanghai Hongfang Marine Engineering Co., Ltd

PACKING LIST

Shipper/Exporter	No.&Date of invoice
Shanghai Hongfang Marine Engineering Co., Ltd No 989 WestGate, Fengliang Road,Fengxian District,Shanghai City,China	CS20240822 Aug.22 2024
Consignee	**Remarks:**
BRODOSPLIT D.D. Velimira skarpila 11 NB 859 – Contract 492227	
NotifyParty	
BRODOSPLIT D.D. 10000 Zagreb NB 859 – Contract 492227	
Port of Loading / **Final destination**: CROATIA	
Carrier / **Sailing on/about**	

Marks&Numbers of PKGS	Description of Goods	Quantity		Net-weight		Gross-weight		Measurement	
N/M	FURNITURE HS: 940360	3	PLTS	2882	KGS	2987	KGS	14.19	CBM
	SOFA HS: 9401619090	99	BOXES	2310	KGS	2400	KGS	30.54	CBM
	TOTAL:	**102**	**PLTS**	**5192.00**	**KGS**	**5387.00**	**KGS**	**44.73**	**CBM**

Shanghai Hongfang Marine Engineering Co., Ltd



Ovaj prijevod sastoji se od
5 listova / 1 stranice prijevoda
Br. OV.: 109-1/2025
Datum: 16. lipnja 2025.

Ovjereni prijevod s engleskog jezika

TRGOVAČKI RAČUN

)tpremnik/izvoznik	**Br. i datum računa**
;hanghai Hongfang Marine Engineering Co., Ltd Jo 989 WestGate, Fengliang Road,Fengxian District,Shanghai City,Kina	CS20240720 25.07.2024.
'rimatelj	T/T
3RODOSPLIT D.D. /elimira skarpila 11 JB 859 – Ugovor 492227	**Napomena:**
)bavijestiti stranku	
3RODOSPLIT D.D.)000 Zagreb JB 859 – Ugovor 492227	

Luka ukrcaja	**Krajnje odredište**
	HRVATSKA
Prijevoznik	**Plovidba na/oko**

Uvjeti isporuke: franko tvornica (EXW) SHANGHAI

Oznake i brojevi paketa	**Opis robe**	**Količina**		**Jedinična cijena**	**Iznos**
N/M	NAMJEŠTAJ ZA SPAVAĆU SOBU HS: 940350	44	KOM	305,95 $	13.461,
	NAMJEŠTAJ HS: 940360	42	KOM	185,59 $	7.794,
UKUPNO:		**86**	**KOM**		**21.256,**

Shanghai Hongfang Marine Engineering C

/Tekst u nastavku izostavljen na zahtjev stranke, op. prev./

Ja, **Mateja Zadravec**, stalni sudski tumač za njemački, slovenski i engleski jezik, imenovana rješenjem ministra pravosuđa i uprave, KLASA: UP/I-710-02/23-01/328, URBROJ: 514-03-03-03/02-23-07 od 19. srpnja 2023. godine, potvrđujem da gornji prijevod potpuno odgovara izvorniku sastavljenom na engleskom jeziku.

Zagreb, 16. lipnja 2025.
Br. OV.: 109-1/2025

Mateja Zadravec, prof.

COMMERCIAL INVOICE

Shipper/Exporter	No.&Date of invoice
Shanghai Hongfang Marine Engineering Co., Ltd No 989 WestGate, Fengliang Road,Fengxian District,Shanghai City,China	CS20240720 JUL.25.2024
Consignee	T/T
BRODOSPLIT D.D. Velimira skarpila 11 NB 859 – Contract 492227	**Remarks:**
NotifyParty	
BRODOSPLIT D.D. 10000 Zagreb NB 859 – Contract 492227	

Port of Loading	Final destination
	CROATIA
Carrier	**Sailing on/about**

Delivery Term: EXW SHANGHAI

Marks&Numbers of PKGS	Description of Goods	Quantity		UnitPrice	Amount
N/M	BEDROOM FURNITURE	44	PCS	$305.95	$13,461.95
	HS: 940350				
	FURNITURE	42	PCS	$185.59	$7,794.62
	HS: 940360				
	TOTAL:	**86**	**PCS**		**$21,256.57**

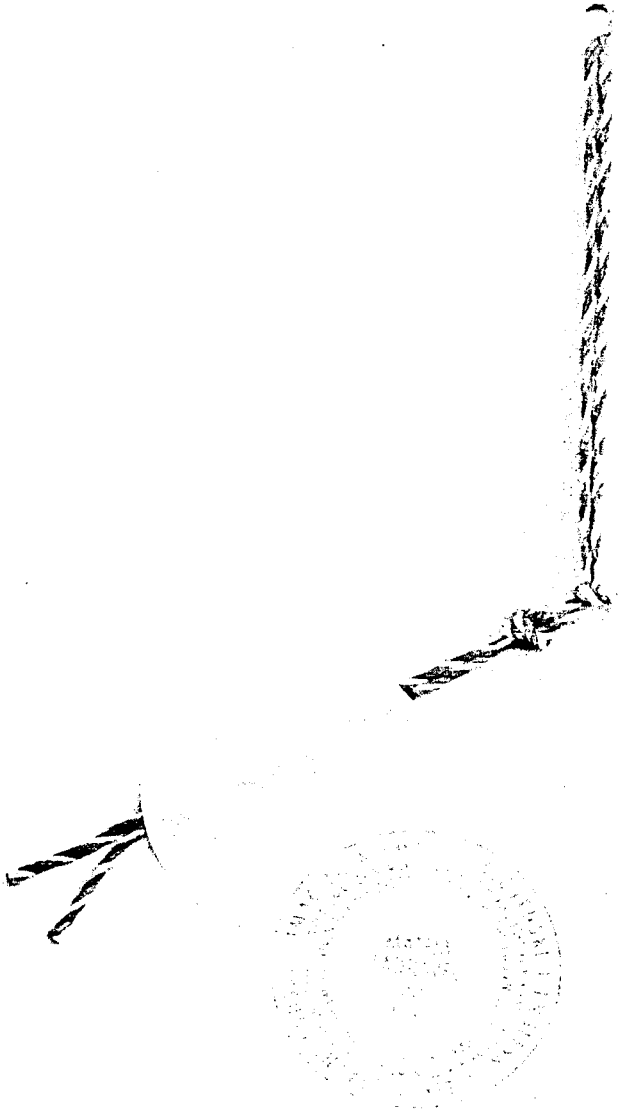
Shanghai Hongfang Marine Engineering Co., Ltd

PACKING LIST

Shipper/Exporter	No.&Date of invoice
Shanghai Hongfang Marine Engineering Co., Ltd No 989 WestGate, Fengliang Road,Fengxian District,Shanghai City,China	CS20240720 JUL.25.2024
Consignee	**Remarks:**
BRODOSPLIT D.D. Velimira skarpila 11 NB 859 – Contract 492227	
NotifyParty	
BRODOSPLIT D.D. 10000 Zagreb NB 859 – Contract 492227	
Port of Loading / **Final destination**: CROATIA	
Carrier / **Sailing on/about**	

Marks&Numbers of PKGS	Description of Goods	Quantity		Net-weight		Gross-weight		Measurement	
N/M	BEDROOM FURNITURE	4	PLTS	5320	KGS	5400	KGS	20.72	CBM
	FURNITURE	3	PLTS	2056	KGS	2116	KGS	18.27	CBM
	TOTAL:	**7**	**PLTS**	**7376.00**	**KGS**	**7516.00**	**KGS**	**38.98**	**CBM**

Shanghai Hongfang Marine Engineering Co., Ltd



RE: RE: RE: RE: RE: RE: RE: GRANDE COSTA 859 FURNITURE COMMENTS 安全浏览模式

发件人: Marija Jerčić <marija.jercic@brodosplit.hr>

收件人: 'hongfang' <hongfang@vip.163.com>

抄送人: 'Damir Lacić' <damir.lacic@brodosplit.hr> 'Slavena Čoko' <slavena.coko@brodosplit.hr> 'Damir' <damir.ivancic@divgroup.eu> 'Hrvoje Bašić' <hrvoje.basic@brodosplit.hr> nadan.beara <nadan.beara@divgroup.eu> 1还有1个联系人 保存所有抄送人

时 间: 2024年08月02日 13:18 (星期五)

邮件已被回复 查看详情

Dear Grant

you deliver the rest of the goods by train - right?

This includes the rest of the material that did not go by plane

and additional material. It means that additional material will be delivered also and be included in the invoice and packing list.

We will have two deliveries by air and by train and two invoices

Invoice for air delivery CS20240720 in amount of 21.256,57 USD

Invoice for train delivery(if everything will be delivered acc. to the contract + addition) should be in the amount of 55.247.39 USD

These two invoices must give the total value of the contract 76503,96 USD

Main contract Purchase price	71.363,30
Addition to the Contract Purchase price	5.140,66
Contract value in total:	76503,96 USD

I hope it is clear for you now

Regards