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NIKOLA SABLJAR

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FINANCIJSKA AGENCIJA
RC SPLIT

1

04-07-2022

PREDSTEČAJNE NAGODBE
PRIMANJE I OTPREMA POSTE

KLASA 120-u/22-50/52
04-07-2022-590

**Financijska agencija
(Regionalni centar Split)
Mažuranićev Šetalište 24B
21 000 Split
Republika Hrvatska**

Predmet: **Predstečajni postupak posl.br. St-273/2022**

Poštovani,

nastavno na prijavljenu tražbinu koju smo 20. lipnja 2022.g. podnijeli u ime naše stranke AUTRONICA FIRE AND SECURITY AS, P.O. Box 5620, NO-7483 Trondheim, Norway, SE4446340046, u prilogu Vam dostavljamo Ugovor (CONTRACT No.Q-490572 FOR PURCHASE AND SALE OF FIRE DETECTION AND FIRE DOOR SYSTEM FOR NB487) između naše stranke i predstečajnog dužnika – BRODOGRAĐEVNA INDUSTRIRJA SPLIT, d.d. temeljem kojega su izdani računi priloženi uz prijavu.

Također, napominjemo da predstečajni dužnik raspolaže primjerkom predmetnog ugovora na hrvatskom jeziku.

U Rijeci, dana 28. lipnja 2022.g.

AUTRONICA FIRE AND SECURITY AS, p.p.

ODVJETNIK
NIKOLA SABLJAR
Rijeka, Ul. Agatićeva 6/I
tel. 211 667 - fax: 317 220

**BRODOGRAĐEVNA INDUSTRija SPLIT, dioničko društvo, Put Supavla 21
21000 Split
Croatia**

and

**AUTRONICA FIRE AND SECURITY AS
7483 Trondheim
Norway**

have executed on 29.10.2018 the following

CONTRACT No.Q-490572

FOR PURCHASE AND SALE OF FIRE DETECTION AND FIRE DOOR SYSTEM FOR NB487

(hereinafter the Contract)

1



This Contract is made and entered into on this 29th day of October 2018 by and between

BRODOGRADJVNA INDUSTRIJA SPLIT, dioničko društvo,,
a company organized and existing under the laws of Croatia,
having its registered office at Put Supavlja 21, 21000 Split, Croatia,
EU VAT identification number: HR 18556905592,
represented solely and independently by
Tomislav Debeljak, President of the Management Board
(hereinafter the Buyer)

and

AUTRONICA FIRE AND SECURITY AS
a company organized and existing under the laws of Norway,
having its registered office at Bromstadveien 59, 7047 Trondheim Norway
Fiscal Identification Number NO 979 975 503,
represented solely and independently by
Juha Ilvonen, Sales & Marketing Director Maritime
(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

1.1 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:

— Fire detection and fire door system (hereinafter the Equipment) —

1.2 The Equipment is defined by this Contract and in more detail by the:

- Technical specification named Inquiry No. 01-811-470 Fire detection & fire door system
- The offer 18-1203Brodosplit NB487 FDS Redundant Rev 1 04102018
- Document containing technical comments and answers named Autronica-technical comments (BS 24.09.2018)_1

attached hereto 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.



- 1.3 Except as otherwise provided in this Contract, the Seller shall provide all labour, materials and equipment required to manufacture the Equipment and fulfil the Buyer's request for delivery of technical documentation for the Equipment, if the Buyer finds it necessary.
- 1.4 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.
- 1.5 The Seller undertakes to carry out timely modifications to the Equipment without extra cost if so demanded by the Classification Society or any other body which is to certify the Equipment in accordance with the required standards and provisions from the Specification.
- 1.6 Equipment has to be made according to the rules of the Classification Society DNV GL, instructions and guidelines of USCG, USPH and SOLAS and MED regulations.

2 TECHNICAL DOCUMENTATION

2.1 The Seller shall deliver to the Buyer the necessary documentation for the Equipment after signing of this Contract as follows:

- Dimensional drawings of all equipments with weights (one week)
- Principle/functional SRtP cable block diagrams with defined power supply & consumption (two weeks)
- Connection diagrams (four weeks)

Final quantities of the specified equipment will be confirmed after Classification Society (DNV GL) approval.

The documentation shall be deemed accepted after the review and written approval of the Buyer. The Buyer is obligate in to review the documentation within 21 (twenty one) working days after receipt of technical documentation. The documentation shall consider as accepted if Buyer don't send any comments to Seller within 21 (twenty one) working days. The documentation shall be deemed delivered orderly and within a given time limit if the Buyer did not have justified subsequent remarks regarding completeness and content of the documentation.

2.2 The Seller will deliver to the Buyer, at the delivery of the Equipment, the following documentation:

- Four (4) sets of the instruction & installation books for all offered equipment on hard copy versions and one (1) set in pdf form on CD/DVD media
- One (1) set of all DNV-GL type approval certificates in hard copy version and one (1) set in pdf form in one (1) CD/DVD media.
- 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

In order to avoid any doubt, the Seller acknowledges that the serial number / year of production of delivered elements of Equipment must be specified in the documentation from this Article, delivered together with the Equipment and in the delivery note or a document of a similar significance which is presented at the delivery of the Equipment. The Seller hereby undertakes, without exception, to provide in the documentation, delivered together with the Equipment, a serial number pursuant to which the Equipment can be clearly identified or distinguished from other equipment required for the construction of the newbuilding 487, for which purpose it is purchased. The documentation that does not contain the serial number / year of production of the Equipment will not be considered as properly delivered and the Buyer is not obliged to accept it, in which case the provisions of Article 11 of this Contract shall apply.

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 E and deliver the same to the Buyer not later than 15 (fifteen) days after signing of this Contract. If the Seller fails to comply with the aforementioned, 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 1.4 and 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 performed in promises of the Seller shall be for the Seller's account and Buyer's costs of travel and accommodation for the aforementioned inspections shall be at the Buyer's account.

- 3.3 The Seller 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 DAP Brodosplit, Put Supavla 21, 21000 Split, Croatia 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.
- 4.2 The Seller will deliver the Equipment on the following date(s):

February,2020 DAP Brodosplit d.d, Put Supavla 21,21000 Split
- 4.3 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.
- 4.4 The Buyer reserves its right to extend the delivery dates set out in this Article, but maximum delay shouldn't be longer than 18 months if it would become necessary in order to accommodate its manufacture plans and shall advise the Seller in writing accordingly.
- 4.5 In the event of extension of the final delivery date as defined under Article 4.2. of this Contract, the Seller shall extend or renew the validity of the Refund Guarantee in



accordance with such extension and submit extended or renewed Refund Guarantee to the Buyer no later than 30 (thirty) days before expiry of the validity period of the original Refund Guarantee.

5 TRANSPORTATION OF THE EQUIPMENT

- 5.1 Subject to the agreed parity Incoterms 2010 the Seller will, on its expense, and in accordance with the Buyer's or the Buyer's forwarders instructions, insure and transport the Equipment to the Buyer's address first written above if not otherwise agreed. 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 least 5 (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 existing at the time of delivery, but 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, but no later than the last day of the warranty period.
- 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:

EUR 129.999,00 (one hundred twenty-nine thousand and nine hundred ninety-nine Euros)
(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 instalment of 10% of the Contract Price the Buyer pay within 30 days after the delivery of the documentation as defined in Article 2.1 of the Contract and not before the Refund Guarantee and Performance Guarantee pursuant to Article 9 is submitted to the Buyer.

2nd instalment of 70% of the Contract Price the Buyer will pay 30 days after successfully performed acceptance of the Equipment in accordance with Article 4.3 and not before Warranty Guarantee is submitted to the Buyer pursuant to Article 9.3 of this Contract is submitted to the Buyer,

3rd instalment of 10% of the Contract Price the Buyer will pay 30 days after successfully performed commissioning of the Equipment (HAT)/after successfully performed sea trial (SAT),

4th instalment of 10 % of the Contract Price the Buyer will pay 30 days after delivery of the vessel to the final customer.

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 signing of this Contract, the country of origin of the Equipment, the VAT number of the Seller and of the Buyer 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 EURO.

9 SECURITIES

9.1 Refund Guarantee

9.1.1 As a security for refund of the Advance Payment, the Seller will in favour 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 in form and substance as per Exhibit B to this Contract (hereinafter the Refund Guarantee) in the full amount of the Advance Payment plus interest thereon at the rate of 6% (six percent) *per annum* from the date when the Seller received the Advance Payment until the date of the payment under this Refund Guarantee to the Buyer. The Refund Guarantee will be submitted to the Buyer before the Advance Payment which the refund is securing. The Refund Guarantee must be valid at least 90 (ninety) days after the final delivery date as defined under Article 4.2 of this Contract.

9.1.2 The Buyer is entitled to activate the Refund Guarantee in case

- a) The Seller breaches any of provisions in this Contract;**
- b) The Contract is terminated due to Seller's fault or by the Seller himself**

and if the Seller does not refund Advance payment to the Buyer within 7 (seven) days following Buyer's demand for payment. Buyer's demand for refund of the Advance payment shall be in a form of registered letter. If there is less than 25 (twenty five) days left to expiration of the validity of the Refund Guarantee, the Buyer is entitled to activate the Refund Guarantee immediately without sending any prior written request to the Seller.

9.2 Performance Guarantee

9.2.1 As a security for compliance with its obligations pursuant to the terms and conditions of this Contract, the Seller will in favour 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 in form and substance as per Exhibit C (hereinafter Performance Guarantee) and issued by a bank acceptable to the Buyer. Performance Guarantee shall be submitted to the Buyer within 8 (eight) days from the signing of this Contract and will be issued for the amount 20% (twenty percent) of the Contract Price. The Performance Guarantee must be valid at least 30 (thirty) days after performance of the sea trial (SAT - Sea Trial Acceptance Test).



9.2.2 The Seller shall extend or renew the validity of the Performance Guarantee in case the sea trial (SAT- Sea Trial Acceptance Test) is not performed due to reasons attributable to the Seller no later than 30 (thirty) days before expiry of the validity period of the original Performance Guarantee. In case the Seller fails to comply with the provisions of this Paragraph, the Buyer shall have the right to activate the original Performance Guarantee.

9.2.3 If the Seller fails to fulfil its obligations under the terms and conditions of the Contract, the Buyer is entitled to activate the Performance Guarantee.

9.3 Warranty Guarantee

9.3.1 As security for its performance of its guarantee obligations as described under Article 10 of this Contract, the Seller will in favour 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 in form and substance as per Exhibit D (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 10% (ten percent) of the Contract Price.

9.3.2 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.

9.3.3 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 The Seller, 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 The Seller 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 The Seller 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, but no longer than 30 (thirty) months 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 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 The Buyer 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 The Seller 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 0.1 % (zero point one) of the Contract Price for each started day of such a delay, but no more than 15% (fifteen percent) on aggregate.



- 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 instalment 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 instalment 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 instalments 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 working force or of materials or financing, delay of subcontractors or suppliers unless such delay is caused by the above indicated force-majeure events 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.

In the event that the period of force majeure exceeds 3 (three) months, both the Buyer and Seller shall have the right to terminate this Contract in the accordance with provisions of law defined in Article 13. Of 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** All disputes arising out of or in connection with the present Contract 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 governing law shall be Swiss, the place of arbitration shall be Zurich, Switzerland 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** The Parties 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** The Parties 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 INSTALLATION AND COMMISSIONING OF THE EQUIPMENT

- 16.1** For the purpose of installing the Equipment in the vessel and supervision thereof, putting the Equipment into operation and final commissioning of the Equipment, delivery of the Equipment to the vessel's purchaser and submission of the Equipment to the Classification Society for their approval, the Seller will put at the disposal of the Buyer, free of charge, their first class service engineer in three (3) visits, in the total duration of at maximum twenty two (22) working days.
- 16.2** All travel and accommodation costs of the service engineer shall be for the Seller's account. The time spent on travelling shall not be calculated into working days from previous paragraph.
- 16.3** During his stay the service engineer will, without extra costs for the Buyer, carry out necessary repairs and/or adjustments of the Equipment, if necessary, and shall train the Buyer's relevant personnel how to operate and maintain the Equipment successfully.



- 16.4 Labour assistance from the Buyer's yard will be available free of charge in accordance with the Buyer's practice and standards related to the equipment of the same kind as the Equipment when reasonably requested up to the extent of the Buyer's standard practice. Any work required to be performed by the Buyer's workers in excess of such standard practice shall be charged to the Seller in accordance with the Buyer's standard prices.
- 16.5 If there would be necessary to prolong the stay of the Seller's service engineer due to omissions on his side and/or on side of the Seller any such additional expenses shall be for the Seller's account.
- 16.6 In case of the prolonged stay due to the Buyer's requests the price of service engineer's working day (of 10 (ten) hours) will be EUR 800.
- 16.7 Upon completion of the Seller's service engineer's work the Parties shall execute the minutes thereof signed by their representatives.

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

- 17.1 The Seller 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.
- 17.2 Therefore, the Buyer is both authorized and responsible for all service and maintenance of the vessel.
- 17.3 The Seller takes note that the Buyer is the author of all projects, calculations and technical details related to the specified type of vessel.
- 17.4 The Seller undertakes to sell to the Buyer all spare parts, necessary for the proper functioning of the Equipment and provide services equivalent or upgrade replacements, to those set out in Article 16 of this Contract as and when required by the Buyer at any time during the period of 20 (twenty) years hereafter.
- 17.5 The Seller undertakes to sell all above mentioned spare parts and services to the Buyer for a price minimally 10% (ten percent) less than the market price of the Seller's spare part or service applied at the time of order.

18 GENERAL

- 18.1 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.



18.2 This Contract contains the entire agreement between the Parties hereto.

18.3 Seller shall only be liable for any direct damage caused by Seller. The total liability of Seller is limited to a maximum of 100% contract value. Seller's liability for Indirect and/or consequential damages, such as but not limited to lost profits, is excluded. The maximum amount shall not apply for the amount of the liquidated damages subject to Article 11.1.1. and insofar as the damages are caused by gross negligence or intentional act by the Seller.

19 ENTERING INTO FORCE

19.1 The Parties 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.

19.2 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).

20 NUMBER OF ORIGINALS OF THIS CONTRACT

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

BUYER:



ELIA SPLIT

Split

By: Tomislav Debeljak

Title: President of the Management Board

Date: 21.11.2018



SELLER:

Simonsen

On B. Juha J

By: Juha Ilvonsen

Title: Director, Marine Business

Date: 27th - Nov 2018

JH

3

EXHIBIT B

[PLEASE INSERT LETTERHEAD OF THE BANK]

REFUND GUARANTEE
(hereinafter the Guarantee)

TO: BRODOSPUT d.d., Put Supavia 21, 21000 Split, Croatia

1. In consideration of your entering into a contract No. [insert number] dated [insert date] for sale and purchase of the [insert summarized subject of the procurement] and concluded between [insert name of the Seller] (hereinafter the Applicant) and you, (hereinafter the Contract) you are required to make an advance payment to the Applicant in the amount EUR , . (hereinafter the Advance Payment). The Advance Payment is to be effected only against your prior receipt of this Guarantee.
2. In consideration of the previous Section of this Guarantee, we [insert name and registered seat of the Bank] have agreed to give on the behalf of the Applicant such a guarantee with which we irrevocably, unconditionally and without cavil or argument commit to pay you, upon receipt of your first written demand declaring the Applicant to be in default in compliance with the terms and conditions of the Contract, without you needing to prove or to show grounds or reasons for your demand, an amount up to

EUR
(in words: thousand euro and cents)

plus interest thereon at the rate of 6 % (in words: six percent) *per annum* from the date when the Applicant received the Advance payment until the date of our payment to you under this Guarantee.

3. The written demand from previous Section of this Guarantee must include a statement that
 - i) the Applicant has failed to fulfil the terms and conditions of the Contract, and
 - ii) the amount demanded has not otherwise been paid either directly or indirectly by or for the Applicant.
4. The statement from previous Section of this Guarantee shall be accepted by us as conclusive evidence that there is breach of the terms and conditions of the Contract on the part of the Applicant and it shall be final, binding and conclusive so far as we are concerned. We hereby waive the necessity of your demanding the said amount from the Applicant before presenting us with the demand from Section 2 of this Guarantee.
5. This Guarantee shall become effective in the amount corresponding to the amount of the Advance Payment paid to the Applicant's account no. IBAN which is maintained by us.



6. This Guarantee shall not be affected by any indulgence or delay allowed to the Applicant nor by any amendment to, or variation of the Contract nor by any circumstances that would otherwise discharge our liability as guarantor.
7. This Guarantee shall remain in force until [] (the "Expiry date"). After the Expiry date, this Guarantee will be considered null and void, consequently, any demand for payment under this Guarantee must be received by us at this office on or before the Expiry date.
8. All payments under this Guarantee shall be made in EUR and made free and clear of, and without deduction or on account of, any presence of future taxes, levies, duties, charges, fees, deduction or withholdings of any nature whatsoever and by whomsoever imposed.
9. This Guarantee is subject to the Uniform rules for demand guarantees (URDG) 2010 revision, ICC publication no. 758.
10. This Guarantee is governed by the laws of Croatia and we hereby submit to the non-exclusive jurisdiction of the Commercial court in Split.
11. Any notice, demand or claim to be given or made by you under this Guarantee shall be in writing signed by one your authorized officers.
12. For the purpose of identification, any demand from previous Section of this Guarantee should be presented to us in original paper form through your bank and authenticated with your bank's confirmation by SWIFT authorization stating that the signatures thereon are authentic.
13. We hereby warrant that we are permitted by any applicable law to issue this Guarantee, make payments under this Guarantee and to submit to jurisdiction of the courts as stated in this Guarantee.

Dated the [] day of month [] 2018

For and on behalf of [insert name of the Bank]

EXHIBIT C

[PLEASE INSERT LETTERHEAD OF THE BANK]

PERFORMANCE GUARANTEE
(hereinafter the Guarantee)

TO: BRODOSPLIT d.d., Put Supavia 21, 21000 Split, Croatia

1. In consideration of your entering into a contract No. [insert number] dated [insert date] for sale and purchase of the [insert summarized title of the equipment] (hereinafter the Equipment) concluded between [insert name of the Seller] (hereinafter the Applicant) and you, (hereinafter the Contract), in which the Applicant agreed to furnish you with a performance bank guarantee as security for its compliance with the terms and conditions of the Contract.
2. In consideration of the previous Section of this Guarantee, we [insert name and registered seat of the Bank] have agreed to give on the behalf of the Applicant such a guarantee with which we irrevocably, unconditionally and without cavil or argument commit to pay you, upon receipt of your first written demand declaring in what way the Applicant is in default in compliance with the terms and conditions of the Contract, without you needing to prove or to show grounds or reasons for your demand, an amount up to

EUR ,
(in words: thousand euro and cents)

with the purpose of securing the obligations of the Applicant as per the Contract.

3. The written demand from previous Section of this Guarantee must include a statement in what way the Applicant has failed to fulfil the terms and conditions of the Contract with the notice of the date when the first breach of the Contract occurred.
4. The statement from previous Section of this Guarantee shall be accepted by us as conclusive evidence that there is breach of the terms and conditions of the Contract on the part of the Applicant and it shall be final, binding and conclusive so far as we are concerned. We hereby waive the necessity of your demanding the said amount from the Applicant before presenting us with the demand from Section 2 of this Guarantee.
5. We explicitly undertake to effect payment to you upon receipt of your written demand from Section 2 of this Guarantee, notwithstanding any dispute or disputes raised by the Applicant in any suit pending before any court, tribunal, arbitrator or any other authority.

6. This Guarantee shall not be affected by any indulgence and/or delay allowed to the Applicant and/or by any amendment to or variation of the Contract and/or by any circumstances that would otherwise discharge our liability as guarantor.
7. This Guarantee shall remain in force until [] (the "Expiry date"). After the Expiry date, this Guarantee will be considered null and void, consequently, any demand for payment under this Guarantee must be received by us at this office on or before the Expiry date.
8. All payments under this Guarantee shall be made in EUR and made free and clear of, and without deduction or on account of, any presence of future taxes, levies, duties, charges, fees, deduction or withholdings of any nature whatsoever and by whomsoever imposed.
9. This Guarantee is subject to the Uniform rules for demand guarantees (URDG) 2010 revision, ICC publication no. 758.
10. This Guarantee is governed by the laws of Croatia and we hereby submit to the non-exclusive jurisdiction of the Commercial court in Split.
11. Any notice, demand or claim to be given or made by you under this Guarantee shall be in writing signed by one of your authorized officers.
12. For the purpose of identification, any demand from previous Section of this Guarantee should be presented to us in original paper form through your bank and authenticated with your bank's confirmation by SWIFT authorization stating that the signatures thereon are authentic.
13. We hereby warrant that we are permitted by any applicable law to issue this Guarantee, make payments under this Guarantee and to submit to jurisdiction of the courts as stated in this Guarantee.

Dated the [] day of month [] 2018

For and on behalf of [insert name of the Bank]

[PLEASE INSERT LETTERHEAD OF THE BANK]

LETTER OF WARRANTY GUARANTEE
(hereinafter the Guarantee)

TO:BRODOSPLIT d.d., Put Supavia 21, 21000 Split, Croatia

1. In consideration of your entering into a contract No. [insert number] dated [insert date] for sale and purchase of the [insert summarized title of the equipment] (hereinafter the Equipment) concluded between [insert name of the Seller] (hereinafter the Applicant) and you, (hereinafter the Contract), in which the Applicant guarantees that the Equipment has been built fully in accordance with the specification provided in the Contract and will faultlessly operate as provided in the Contract, upon issuing the Report on receipt control of the Equipment from you when the Equipment is considered accepted.
2. In consideration of the previous Section of this Guarantee, we [insert name and registered seat of the Bank] have agreed to give on the behalf of the Applicant such a guarantee with which we irrevocably, unconditionally and without cavil or argument commit to pay you, upon receipt of your first written demand declaring the Applicant to be in default in compliance with the terms and conditions of the Contract, without you needing to prove or to show grounds or reasons for your demand, an amount up to

EUR . . .
(in words: thousand euro and cents)

with the purpose of securing the obligations of the Applicant as per the Contract.

3. The written demand from previous Section of this Guarantee must include a statement in what way the Applicant has failed to perform its warranty obligations following the terms and conditions of the Contract.
4. The statement from previous Section of this Guarantee shall be accepted by us as conclusive evidence that there is breach of the warranty provisions of the Contract on the part of the Applicant and it shall be final, binding and conclusive so far as we are concerned. Any approval or acceptance of the Equipment by the Beneficiary shall not in any way impact and/or limit the liability of the Applicant.
5. We explicitly undertake to effect payment to you upon receipt of your written demand from Section 2 of this Guarantee, notwithstanding any dispute or disputes raised by the Applicant in any suit pending before any court, tribunal, arbitrator or any other authority.

6. This Guarantee shall not be affected by any indulgence and/or delay allowed to the Applicant and/or by any amendment to or variation of the Contract and/or by any circumstances that would otherwise discharge our liability as guarantor.
7. This Guarantee shall remain in force until [] (hereinafter the Expiry date), after which this Guarantee will be considered null and void, except in respect of defects that occurred prior to the Expiry Date and the Applicant has been notified on these pursuant to the provisions of the Contract. Written request will be made by the Applicant to renew/extend this Guarantee prior to the Expiry Date to cover extended warranty obligations for defects of the Equipment pursuant to the provisions of the Contract.
8. All payments under this Guarantee shall be made in EUR and made free and clear of, and without deduction or on account of, any presence of future taxes, levies, duties, charges, fees, deduction or withholdings of any nature whatsoever and by whomsoever imposed.
9. This Guarantee is subject to the Uniform rules for demand guarantees (URDG) 2010 revision, ICC publication no. 758.
10. This Guarantee is governed by the laws of Croatia and we hereby submit to the non-exclusive jurisdiction of the Commercial court in Split.
11. Any notice, demand or claim to be given or made by you under this Guarantee shall be in writing signed by one of your authorized officers.
12. For the purpose of identification, any demand from previous Section of this Guarantee should be presented to us in original paper form through your bank and authenticated with your bank's confirmation by SWIFT authorization stating that the signatures thereon are authentic.
13. We hereby warrant that we are permitted by any applicable law to issue this Guarantee, make payments under this Guarantee and to submit to jurisdiction of the courts as stated in this Guarantee.

Dated the [] day of month [] 2018

Bank

For and on behalf of [insert name of the

Exhibit E

MATERIAL DECLARATION-IHM STATEMENT OF COMPLIANCE

Poštarina plaćena
Hrvatskoj pošti



ODVJEĆE TINK
NIKOLA SABLJAR
Rijeka, Uli. Agatičeva 6/A
tel. 211 667, fax: 317 720

FINANCIJSKA AGENCIJA
REGIONALNI CENTAR SPLIT
NAŽURANIČEVO ŠETALIŠTE 246
21 000 SPLIT

