

ODVJETNIK
NIKOLA SABLJAR

FINANCIJSKA AGENCIJA
RC SPLIT

1

51 000 Rijeka, Agatićeva ulica br. 6/I

tel: +385 333 694, 211 667

fax: +385 51 317 220

e-mail: nikola.sabljar@odvjetnik-sabljar.hr

24-06-2022

PREDSTEČAJNE NAGODBE
PRIMANJE I OTPREMA POŠTE

KLASA
PB. 8801

122-6/22-20/50

27-22-22-40

**Financijska agencija
(Regionalni centar Split)
Mažuranićevo šetalište 24B
21 000 Split
Republika Hrvatska**

Predmet: **Prijava tražbina za predstečajni postupak
posl.br. St-273/2022**

Poštovani,

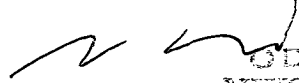
obraćamo Vam se u ime naše stranke Carrier Transicold Ltd, Pittsburghstraat 21, 3047 BL Rotterdam, P.O. BOX 10066, 3004 AB Rotterdam, The Netherlands, NL005140754B01, a povodom Rješenja Trgovačkog suda u Splitu, posl.br. 7 St-273/2022-15 od dana 20. svibnja 2022. godine kojim se otvara predstečajni postupak nad dužnikom BRODOGRAĐEVNA INDUSTRIJA SPLIT d.d. (skraćena tvrtka: BRODOSPLIT d.d.), OIB: 18556905592, Put Supavla 21, Split, te kojim se pozivaju vjerovnici dužnika da nadležnoj jedinici Financijske agencije prijave svoje tražbine.

U prilogu se dostavlja, uz punomoć, ispunjeni obrazac za prijavu tražbine u predstečajnom postupku, pravne osnove za prijavu tražbina vjerovnika Carrier Transicold Ltd, i to: CONTRACT No.Q-23000 FOR PURCHASE AND SALE OF HVAC SYSTEM FOR NB 487 od 17.04.2018., CONTRACT No.OW-23322 FOR PURCHASE AND SALE OF HVAC SYSTEM FOR NB485 od 05.02.2020.g., ovjereni prijevodi dokaza o postojanju tražbina: Invoice/Račun: 5938/923073 od 17. studenog 2020., Invoice/Račun: 5938/923258 od 25. siječnja 2021., Invoice No./Račun br.: 50/51000401 od 15. travnja 2021., Invoice/Račun: 55/51000039 od 29. travnja 2021., Invoice/Račun: 50/PF120820 od 12. kolovoza 2020., Invoice/Račun: 50/PF10092020-2 od 10. rujna 2020., Invoice/Račun: 50/PF02112020 od 02. studenog 2020., Invoice No./Račun br.: 50/50001379 od 21. prosinca 2020., Invoice/Račun: CINV5938 od 17. kolovoza 2021., Izvod iz poslovnih knjiga – Attachment A/Privitak A, te obračun kamata.

Ujedno napominjemo da naša stranka, iako je strani vjerovnik, nije obavještena u skladu s čl. 54. Uredbe (EU) 2015/848 Europskog parlamenta i vijeća od 20. svibnja 2015. o postupku u slučaju nesolventnosti, i upoznata sa svim potrebnim informacijama koje trebaju biti dane u pojedinačnoj obavijesti.

U Rijeci, dana 20. lipnja 2022. godine

Carrier Transicold Ltd, p.p.


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

Obrazac 3.

FINANCIJSKA AGENCIJA

OIB: 85821130368

Mažuranićevo šetalište 24B, 21 000 Split, Republika Hrvatska

(adresa nadležne jedinice)

Nadležni trgovački sud Trgovački sud u Splitu

Poslovni broj spisa St-273/2022

PRIJAVA TRAŽBINE VJEROVNIKA U PREDSTEČAJNOM POSTUPKU

PODACI O VJEROVNIKU:

Ime i prezime / tvrtka ili naziv

Carrier Transicold Ltd

OIB

NL005140754B01

Adresa / sjedište

Pittsburghstraat 21, 3047 BL Rotterdam, P.O. BOX 10066, 3004 AB Rotterdam, The Netherlands

PODACI O DUŽNIKU:

Ime i prezime / tvrtka ili naziv

BRODOGRAĐEVNA INDUSTRIJA SPLIT d.d.

OIB 18556905592

Adresa / sjedište

Put Supavla 21, 21 000 Split, Republika Hrvatska

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)

CONTRACT No.Q-23000 FOR PURCHASE AND SALE OF HVAC SYSTEM FOR NB 487 od 17.04.2018., CONTRACT No.OW-23322 FOR PURCHASE AND SALE OF HVAC SYSTEM FOR NB485 od 05.02.2020.

Iznos dospjele tražbine 4.999.651,36 kn (kn)

Glavnica 604.632,15 EUR-a = 4.549.772,88 kn (kn)

Kamate 59.785,62 EUR-a = 449.878,48 kn (kn)

Iznos tražbine koja dopijeva nakon otvaranja predstečajnog postupka
(kn)

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

Invoice/Račun: 5938/923073 od 17. studenog 2020., Invoice/Račun: 5938/923258 od 25. siječnja 2021., Invoice No./Račun br.: 50/51000401 od 15. travnja 2021., Invoice/Račun: 55/51000039 od 29. travnja 2021., Invoice/Račun: 50/PF120820 od 12. kolovoza 2020., Invoice/Račun: 50/PF10092020-2 od 10. rujna 2020., Invoice/Račun: 50/PF02112020 od 02. studenog 2020., Invoice No./Račun br.: 50/50001379 od 21. prosinca 2020., Invoice/Račun: CINV5938 od 17. kolovoza 2021., Izvod iz poslovnih knjiga – Attachment A/Privitak A

Vjerovnik raspolaže ovršnom ispravom DA / NE za iznos _____ (kn)

Naziv ovršne isprave

PODACI O RAZLUČNOM PRAVU:

Pravna osnova razlučnog prava

Dio imovine na koji se odnosi razlučno pravo

Iznos tražbine _____ (kn)

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

Rijeka, 20. lipnja 2022.g.

Potpis vjerovnika



ODVJETNIK
NIKOLA SABLJAK
Rijeka, Ul. Agatićeva 6/1
tel. 211 667 - fax: 317 220

PUNOMOĆ

Ovim opunomoćujemo
Odvjetnika

Nikolu Sabljara
Agatićeva ulica 6/I, 51 000 Rijeka
tel. +385 51 333 694, 211 667
fax: +385 51 317 220

na zastupanje u predstečajnom, stečajnom
postupku
pred Financijskom agencijom, Trgovačkim
sudom u Splitu

nad BRODOSPLIT d.d. Split, Put Supavla
21, OIB: 18556905592

radi
prijava i naplate tražbina

Ovlašćujemo ga, da nas sudski i izvansudski zastupa u svim našim pravnim poslovima u svezi s gornjim predmetom, te da radi zaštite i ostvarenja naših prava i pravnih interesa poduzima sve pravne radnje i upotrijebi sva u zakonu predviđena sredstva, a osobito da podnosi zahtijeve, prijedloge, da u naše ime daje izjave i koristi ostala pravna sredstva. Odvjetnika mogu u pojedinim radnjama u postupku zamjenjivati slijedeći odvjetnički vježbenici:

POWER OF ATTORNEY

Hereby we entitle
Attorney at law

to represent us in the preinsolvency,
insolvency
procedure
before Financial Agency, Commercial
court in Split

over BRODOSPLIT d.o.o. Split, Put Supavla
21, PIN: 18556905592

in order to
file and enforce our claims

We entitle him to represent us in the court of law and out of court in relation to the above subject matter, and in order to protect our rights and legal interests to undertake all legal actions and use all the means prescribed by the law, and particularly to file claims, proposals, gives declarations, undertake other legal means.

Attorney at law can be substituted in some proceedings by following trainees:

17.06.2022.

Carrier Transicold Ltd 3004 AB Rotterdam
Netherlands po Diederik van Steenis



Carrier Transicold Ltd
P.O. Box 10066
3004 AB ROTTERDAM

Ovaj prijevod sastoji se od:

1 stranice i 3 lista

Broj ovjere: 99/2022.

Datum: 20. 6. 2022.

Račun izdan na BRODOSPLIT JSC

25. 1. 2021.

Ovjereni prijevod s engleskog na hrvatski





Carrier Transicold Ltd
P.O. BOX 10066
3004 AB Rotterdam
The Netherlands

Pittsburghstraat 21
3047 BL Rotterdam
Phone : 010-2380100
Fax : 010-2380101

Customer 5938	Date 25-1-2021	Invoice # 5938/923258
Payment 30 DAYS		
Reference 23582 NOV.487		Page : 1

Invoice address
BRODOSPLIT JSC
PUT SUPAVLA 21
21000 SPLIT
CROATIA

Delivery address
SAME AS INVOICE ADDRESS

CROATIA

INVOICE Commercial

Pos	Qty	Item	Price	Unit	Discount	Amount Euro
		NB487				
2	1	SYS-487 BATCH AHU FILTERS	€ 7,400.00			€ 7,400.00

Our VAT# : NL005140754B01

Your VAT#: HR.18556905592

Goods Total 7,400.00	Cost 0.00	Total EURO 7,400.00
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Delivery

Chamber of Commerce : 24137858
VAT No. : NL005140754B01

When paying please state : 5938/923258
Deutsche Bank Nederland N.V.
S.W.I.F.T. Address : DEUTNL2A
EURO : NL85DEUT0265237599

/Logo: Carrier/

Carrier Transicold Ltd
P.O. BOX 10066
3004 AB Rotterdam
Nizozemska

Pittsburghstraat 21
3047 BL Rotterdam
Tel. : 010-2380100
Fax.: 010-2380101

Klijent 5938	Datum 25. 1. 2021.	Račun# 5938/923258
Plaćanje 30 DANA		
Referenca 23582 NOV.487		Stranica: 1

Adresa na koju se izdaje račun:

BRODOSPLIT JSC
PUT SUPAVLA 21
21000 SPLIT
HRVATSKA

Adresa dostave:

ISTA KAO ADRESA NA KOJU SE IZDAJE RAČUN

HRVATSKA

RAČUN

Komercijalni

Poz.	Količina	Artikl/ Usluga	Cijena	Jedinica	Popust	Iznos u eurima
		NB485				
2	1	SYS-487 SERIJA AHU FILTERA	Euro 7.400,00			Euro 7.400,00

Naš PDV identifikacijski broj: NL005140754B01 Vaš PDV identifikacijski broj: HR 18556905592

Roba ukupno 7.400,00	Trošak 0,00	Ukupno EURO 7.400,00
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Isporuka

Trgovačka komora

PDV identifikacijski broj

:24137858

:NL005140754B01

Kod plaćanja molimo navesti: 50/PF02112020

Deutsche Bank Nederland N.V.

S.W.I.F.T Adresa: DEUTNL2A

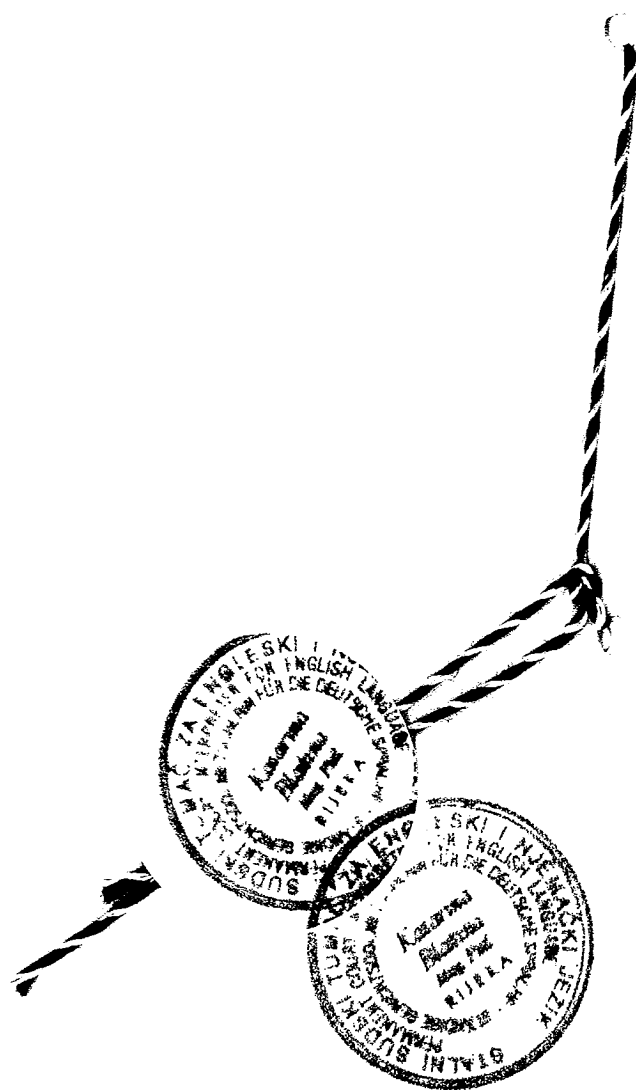
EURO: NL85DEUT0265237599

Ja, Katarina Blažina, Mag. phil., stalni sudski tumač za njemački i engleski jezik, imenovana rješenjem predsjednika Županijskog suda u Rijeci, broj 4Su-75/2020-5 od 14. 2. 2020. potvrđujem da gornji prijevod potpuno odgovara izvorniku sastavljenom na engleskom jeziku.

Datum: 20. 6. 2022.

Broj-OV: 99/ 2022.





Ovaj prijevod sastoji se od:

1 stranice i 4 lista

Broj ovjere: 104/2022.

Datum: 20. 6. 2022.

Privitak A

Ovjereni prijevod s engleskog na hrvatski





Carrier Transicold Ltd
Pittsburghstraat 21
3047 BL Rotterdam
P.O. Box 10066
3004 AB Rotterdam
The Netherlands

Phone : +31 (0)10 238 0216
Fax : +31 (0)10 238 0183
Internet : www.carrier.com/marine-offshore

Attachment A

Invoices due for NB487 / PR368

Reference	CINV	Date	Days overdue	Amount [EUR]	Description
23559 NOV.487	5938/923073	17-11-2020	244	215,00	FD aux contact
23582 NOV.487	5938/923258	25-01-2021	175	7.400,00	AHU filters
50/51000401 / 23635, Nov. 487	-	15-04-2021	95	1.126,00	Spare thermostats
55/51000039 / PO Q23000	-	29-04-2021	81	102.311,52	Commissioning as per contract
Email NB487 claim settlement proposal	-	02-06-2021	47	159.862,00	Claim settlement proposal

Invoices due for NB485 / PR383

Reference	CINV	Date	Days overdue	Amount [EUR]	Description
50 500001003 / OW-23322	50/PF120820	12-08-2020	341	81.500,00	10% Documentation 485 (ref OW-23322)
50 500001383 / OW-23322	50/PF10092020-2	10-09-2020	312	22.500,00	Annex 1 - 485 (ref OW-23322)
50 500001392 / OW-23322	50/PF02112020	02-11-2020	259	1.390,00	Transport AHU - 485 Culoz > Rhone Alps, loading unloading & storage
50 500001379 / OW-23322	-	21-12-2020	210	244.500,00	30% Parcel 2 - 485 (ref OW-23322)
OW-23322 ANNEX 2	CINV5938	17-08-2021	-	15.183,00	Annex 2 - 485 (ref OW-23322) Plenum boxes

Payments done for NB485/ PR383

Reference	CINV	Date	Days overdue	Amount [EUR]	Description
213150143996 / A665989	383-015 / 383-016	17-05-2021	-	3.148,68 -	Partial payment Parcel 2
213150154010 / A666601	383-015 / 383-016	24-05-2021	-	9.781,22 -	Partial payment Parcel 2
2123363587 / A666870, A666873	383-017 / 383-020	02-06-2021	-	8.736,62 -	Partial payment Annex 2 + Parcel 2
2123376497 / A666871	383-018	08-06-2021	-	9.688,85 -	Partial payment Annex 2

Remainder due to be paid:

604.632,15 EUR

/Logo: Carrier/

Carrier Transicold Ltd
Pittsburghstraat 21
3047 BL Rotterdam
P.O. BOX 10066
3004 AB Rotterdam
Nizozemska

Tel. : +31 (0)10-238 0216
Fax.: +31 (0)10-238 0183
Internet:
www.carrier.com/marine-
offshore

Privitak A**Dospjeli računi za NB487/PR368**

Referenca	CINV	Datum	Kašnjenje u danima	Iznos (EUR)	Opis
23559 NOV.487	5938/923073	17. 11. 2020.	244	215,00	FD pomoćni kontakt
23582 NOV.487	5938/923258	25. 1. 2021.	175	7.400,00	AHU filteri
50/51000401/23635.Nov.487		15. 4. 2021.	95	1.126,00	Rezervni termostat
55/51000039/PO Q2300		29. 4. 2021.	81	102.311,52	Narudžba prema ugovoru
Email NB487 Prijedlog naplate odštetnog zahtjeva		2. 6. 2021.	47	159.862,00	Prijedlog naplate odštetnog zahtjeva

Dospjeli računi za NB485/PR383

Referenca	CINV	Datum	Kašnjenje u danima	Iznos (EUR)	Opis
50 500001003/ OW-23322	50/PF120820	12. 8. 2020.	341	81.500,00	10% dokumentacija 485 (ref OW- 23322)
50 500001383/ OW-23322	50/PF10092020-2	10. 9. 2020.	312	22.500,00	Annex 1 – 485 (ref OW- 23322)
50 500001392/ OW-23322	50/PF02112020	2. 11. 2020.	259	1.390,00	Prijevoz AHU – 485 Cuoloz > Rona Alpe, ukrcaj, iskrcaj, skladište
50 500001379/ OW-23322	-	21. 12. 2020.	210	244.500,00	30% pošiljka 2 – 485 (ref OW- 23322)
OW-23322 ANNEX 2	CINV5938	17. 8. 2021.	-	15.183,00	Annex 2 – 485 (ref OW - 23322) Plenum kutije

Izvršene uplate za NB485/PR383

Referenca	CINV	Datum	Kašnjenje u danima	Iznos (EUR)	Opis
213150143996/A665989	838-015/383-016	17. 5. 2021.	-	3.148,68-	Djelomična uplata Pošiljka 2
213150154010/A666601	838-015/383-016	24. 5. 2021.	-	9.781,22-	Djelomična uplata Pošiljka 2
2123363587/A666870, A666873	838-017/383-020	2. 6. 2021.	-	8.736,62	Djelomična uplata Annex 2 + Pošiljka 2
2123376497/A666871	838-018	8. 6. 2021.	-	9.688,85	Djelomična uplata Annex 2

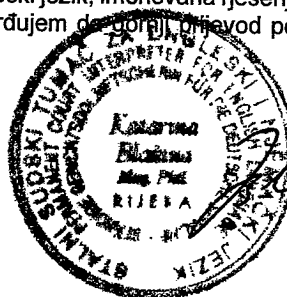
Podsjetnik dospjela plaćanja

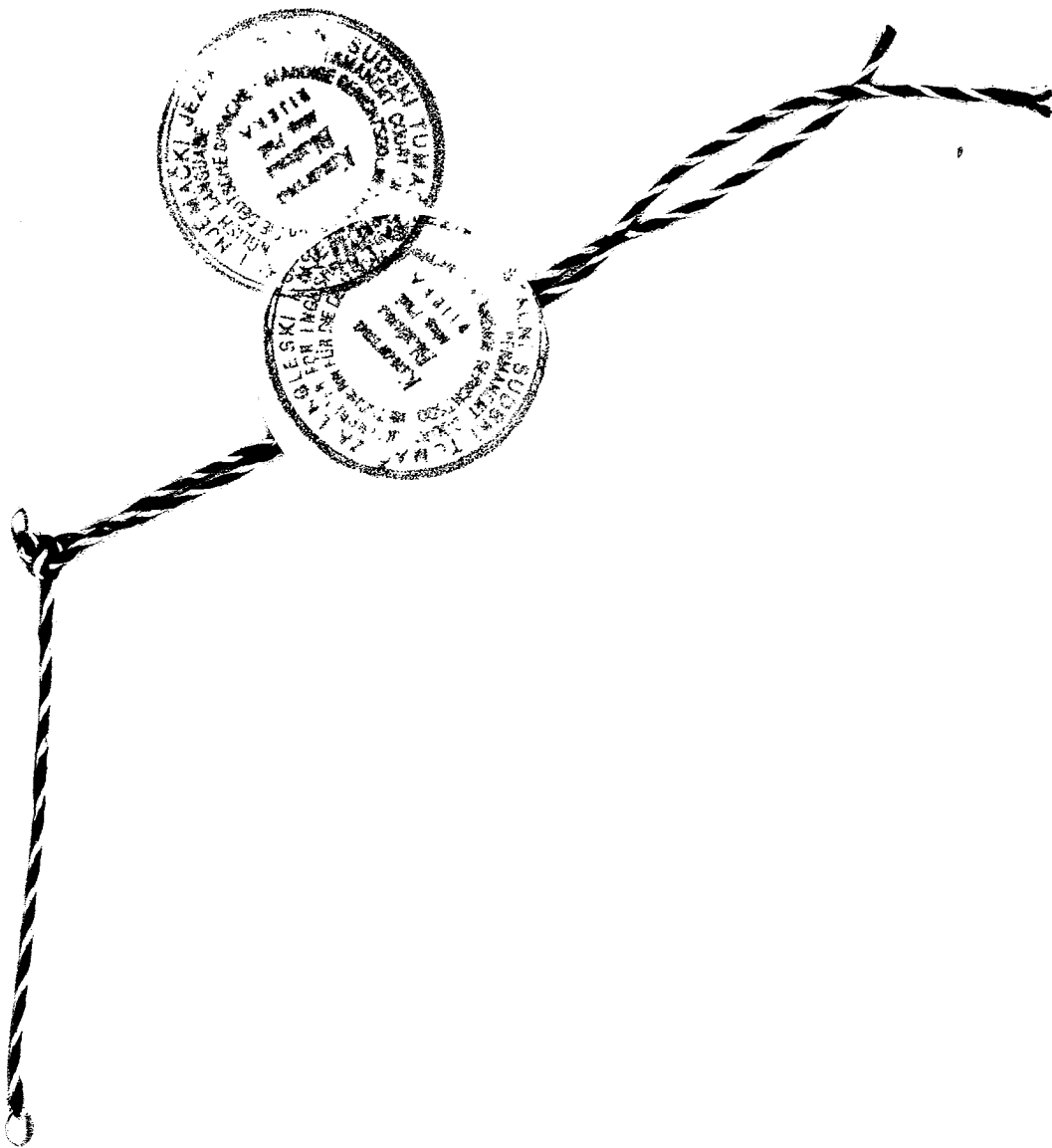
604.632,15 EUR

Ja, Katarina Blažina, Mag. phil., stalni sudski tumač za njemački i engleski jezik, imenovana rješenjem predsjednika Županijskog suda u Rijeci, broj 4Su-75/2020-5 od 14. 2. 2020. potvrđujem da gorenji prijevod potpuno odgovara izvorniku sastavljenom na engleskom jeziku.

Datum: 20. 6. 2022.

Broj-OV: 104/ 2022.





Ovaj prijevod sastoji se od:

1 stranice i 3 lista

Broj ovjere: 98/2022.

Datum: 20. 6. 2022.

Račun izdan na BRODOSPLIT d.d.

17. 11. 2020.

Ovjereni prijevod s engleskog na hrvatski





Carrier Transicold Ltd
P.O. BOX 10066
3004 AB Rotterdam
The Netherlands

Pittsburghstraat 21
3047 BL Rotterdam
Phone : 010-2380100
Fax : 010-2380101

Customer 5938	Date 17-11-2020	Invoice # 5938/923073
Payment 30 DAYS		
Reference 23559 NOV.487		Page : 1

Invoice address
BRODOSPLIT d.d
PUT SUPAVLA 21
21000 SPLIT
CROATIA

Delivery address
BRODOSPLIT d.d
PUT SUPAVLA 21
21000 SPLIT
CROATIA

INVOICE Commercial

Pos	Qty	Item	Price	Unit	Discount	Amount Euro
NB487						
10	1	AL-SN2 AUXILIARY CONTACT	€ 215.00			€ 215.00

Our VAT# : NL005140754B01

Your VAT# : HR.18556905592

Goods Total 215.00	Cost 0.00	Total EURO 215.00
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Delivery

Chamber of Commerce : 24137858
VAT No. : NL005140754B01

When paying please state : 5938/923073
Deutsche Bank Nederland N.V.
S.W.I.F.T. Address : DEUTNL2A
EURO : NL85DEUT0265237599

/Logo: Carrier/

Carrier Transicold Ltd
P.O. BOX 10066
3004 AB Rotterdam
Nizozemska

Pittsburghstraat 21
3047 BL Rotterdam
Tel. : 010-2380100
Fax.: 010-2380101

Klijent 5938	Datum 17. 11. 2020.	Račun# 5938/923073
Plaćanje 30 dana		
Referenca 235559 NOV 487		Stranica: 1

Adresa na koju se izdaje račun:

BRODOSPLIT d.d.
PUT SUPAVLA 21
21000 SPLIT
HRVATSKA

Adresa dostave:

BRODOSPLIT d.d.
PUT SUPAVLA 21
21000 SPLIT
HRVATSKA

RAČUN

Komercijalni

Pozicija	Količina	Artikl/ Usluga	Cijena	Jedinica	Popust	Iznos u eurima
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NB487

10	1	AL-SN2 POMOĆNI KONTAKT	Euro 215,00			Euro 215,00
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Naš PDV identifikacijski broj: NL005140754B01 Vaš PDV identifikacijski broj: HR 18556905592

Roba ukupno 215,00	Trošak 0,00	Ukupno EURO 215,00
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Isporuka

Trgovačka komora

PDV identifikacijski broj

:24137858

:NL005140754B01

Kod plaćanja molimo navesti: 50/PF02112020

Deutsche Bank Nederland N.V.

S.W.I.F.T Adresa: DEUTNL2A

EURO: NL85DEUT0265237599

Ja, Katarina Blažina, Mag. phil., stalni sudski tumač za njemački i engleski jezik, imenovana rješenjem predsjednika Županijskog suda u Rijeci, broj 4Su-75/2020-5 od 14. 2. 2020. potvrđujem da gore navedeni prijevod potpuno odgovara izvorniku sastavljenom na engleskom jeziku.

Datum: 20. 6. 2022.

Broj-OV: 98/ 2022.





Ovaj prijevod sastoji se od:

1 stranice i 3 lista

Broj ovjere: 97/2022.

Datum: 20. 6. 2022.

Račun izdan na BRODOSPLIT JSC

2. 11. 2020.

Ovjereni prijevod s engleskog na hrvatski





Carrier Transicold Ltd
P.O. BOX 10066
3004 AB Rotterdam
The Netherlands

Pittsburghstraat 21
3047 BL Rotterdam
Phone : 010-2380100
Fax : 010-2380101

Customer 5938	Date 02/11/2020	Invoice # 50/PF02112020
Payment 30 DAYS		
Reference OW-23322 adder	Page : 1	

Invoice address BRODOSPLIT JSC PUT SUPAVLA 21 21000 SPLIT CROATIA	Delivery address SAME AS INVOICE ADDRESS CROATIA
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INVOICE Commercial

Pos	Qty	Item	Price	Unit	Discount	Amount Euro
NB485						
10	1	Transport Culoz to Rhone Alps	€ 920,00			€ 920,00
12	1	Cost for loading	€ 190,00			€ 190,00
14	1	Cost for unloading	€ 190,00			€ 190,00
16	1	Storage week 45, 2020	€ 90,00			€ 90,00

Our VAT# : NL005140754B01

Your VAT#: HR.18556905592

Goods Total 1.390,00	Cost 0,00	Total EURO 1.390,00
-------------------------	--------------	------------------------

Delivery

Chamber of Commerce : 24137858
VAT No. : NL005140754B01

When paying please state : 50/PF02112020
Deutsche Bank Nederland N.V.
S.W.I.F.T. Address : DEUTNL2A
EURO : NL85DEUT0265237599

/Logo: Carrier/

Carrier Transicold Ltd
P.O. BOX 10066
3004 AB Rotterdam
Nizozemska

Pittsburghstraat 21
3047 BL Rotterdam
Tel. : 010-2380100
Fax.: 010-2380101

Klijent 5938	Datum 2. 11. 2020.	Račun# 50/PF02112020
Plaćanje 30 DANA		
Referenca OW-23322 adder		Stranica: 1

Adresa na koju se izdaje račun:

BRODOSPLIT JSC
PUT SUPAVLA 21
21000 SPLIT
HRVATSKA

Adresa dostave:

ISTA KAO ADRESA NA KOJU SE IZDAJE RAČUN

HRVATSKA

RAČUN

Komercijalni

Pozicija	Količina	Artikal/ Usluga	Cijena	Jedinica	Popust	Iznos u eurima
		NB485				
10	1	Prijevoz grad Culoz za Rona-Alpe ()	Euro 920,00			Euro 920,00
12	1	Trošak utovara	Euro 190,00			Euro 190,00
14	1	Trošak istovara	Euro 190,00			Euro 190,00
16	1	Skladište na tjedan	Euro 90,00			Euro 90,00

Naš PDV identifikacijski broj: NL005140754B01 Vaš PDV identifikacijski broj: HR 18556905592

Roba ukupno 1.390,00	Trošak 0,00	Ukupno EURO 1.390,00
-------------------------	----------------	-------------------------

Isporuka

Trgovačka komora

PDV identifikacijski broj

:24137858

:NL005140754B01

Kod plaćanja molimo navesti: 50/PF02112020

Deutsche Bank Nederland N.V.

S.W.I.F.T Adresa: DEUTNL2A

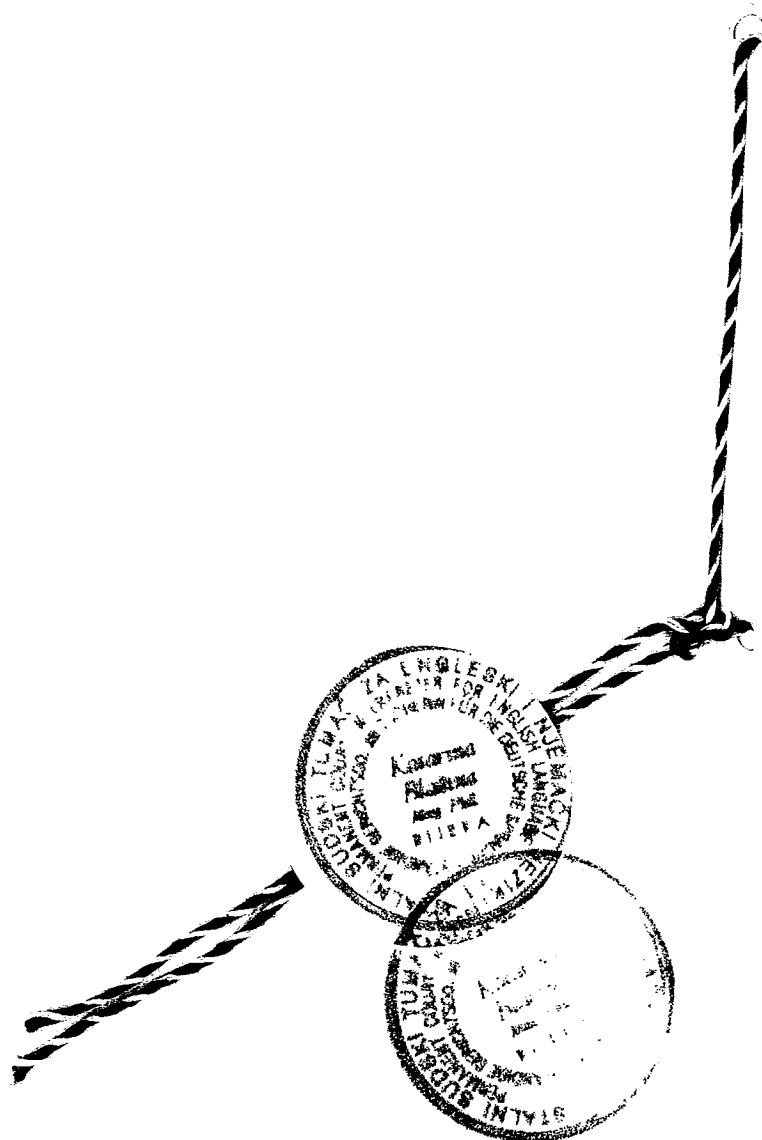
EURO: NL85DEUT0265237599

Ja, Katarina Blažina, Mag. phil., stalni sudski tumač za njemački i engleski jezik, imenovana rješenjem predsjednika Županijskog suda u Rijeci, broj 4Su-75/2020-5 od 14. 2. 2020. potvrđujem da je ovaj prijevod potpuno odgovara izvorniku sastavljenom na engleskom jeziku.

Datum: 20. 6. 2022.

Broj-OV: 97/ 2022.





Ovaj prijevod sastoji se od:
1 stranice i 3 lista
Broj ovjere: 96/2022.
Datum: 20. 6. 2022.
Račun izdan na BRODOSPLIT JSC
10. 9. 2020.

Ovjereni prijevod s engleskog na hrvatski





Carrier Transcold Ltd
P.O. BOX 10066
3004 AB Rotterdam
The Netherlands

Pittsburghstraat 21
3047 BL Rotterdam
Phone : 010-2380100
Fax : 010-2380101

Customer 5938	Date 10/09/2020	Invoice # 50/PF10092020-2
Payment 60 DAYS BEFORE DELIVERY PARCEL 2		
Reference OW-23322	Page : 1	

Invoice address BRODOSPLIT JSC PUT SUPAVLA 21 21000 SPLIT CROATIA	Delivery address SAME AS INVOICE ADDRESS CROATIA
---	--

INVOICE Commercial

Pos	Qty	Item	Price	Unit	Discount	Amount Euro
-----	-----	------	-------	------	----------	-------------

NB485

2	1	Annex 1 4th installment	€ 22.500,00			€ 22.500,00
---	---	----------------------------	-------------	--	--	-------------

To be paid together with
3rd instalment

Our VAT# : NL005140754B01

Your VAT#: HR.18556905592

Goods Total 22.500,00	Cost 0,00	Total EURO 22.500,00
--------------------------	--------------	-------------------------

Delivery DAP

Chamber of Commerce : 24137858
VAT No. : NL005140754B01

When paying please state : 50/PF10092020-2
Deutsche Bank Nederland N.V.
S.W.I.F.T. Address : DEUTNL2A
EURO : NL85DEUT0265237599

/Logo: Carrier/

Carrier Transicold Ltd
P.O. BOX 10066
3004 AB Rotterdam
Nizozemska

Pittsburghstraat 21
3047 BL Rotterdam
Tel. : 010-2380100
Fax.: 010-2380101

Klijent 5938	Datum 10. 9. 2020.	Račun# 50/PF02112020-2
Plaćanje 60 DANA PRIJE ISPORUKE POŠILJKE 2		
Referenca OW-23322	Stranica: 1	

Adresa na koju se izdaje račun:

BRODOSPLIT JSC
PUT SUPAVLA 21
21000 SPLIT
HRVATSKA

Adresa dostave:

ISTA KAO ADRESA NA KOJU SE IZDAJE RAČUN

HRVATSKA

RAČUN

Komercijalni

Pozicija	Količina	Artikal/ Usluga	Cijena	Jedinica	Popust	Iznos u eurima
----------	----------	--------------------	--------	----------	--------	-------------------

NB485

2	1	Privitak 1 4. rata	Euro 22.500,00			Euro 22.500,00
---	---	-----------------------	----------------	--	--	----------------

Valja platiti zajedno s
3. ratom

Naš PDV identifikacijski broj: NL005140754B01 Vaš PDV identifikacijski broj: HR 18556905592

Roba ukupno 22.500,00	Trošak 0,00	Ukupno EURO 22.500,00
--------------------------	----------------	--------------------------

Isporuka DAP

Trgovačka komora

PDV identifikacijski broj

:24137858

:NL005140754B01

Kod plaćanja molimo navesti: 50/PF02112020

Deutsche Bank Nederland N.V.

S.W.I.F.T Adresa: DEUTNL2A

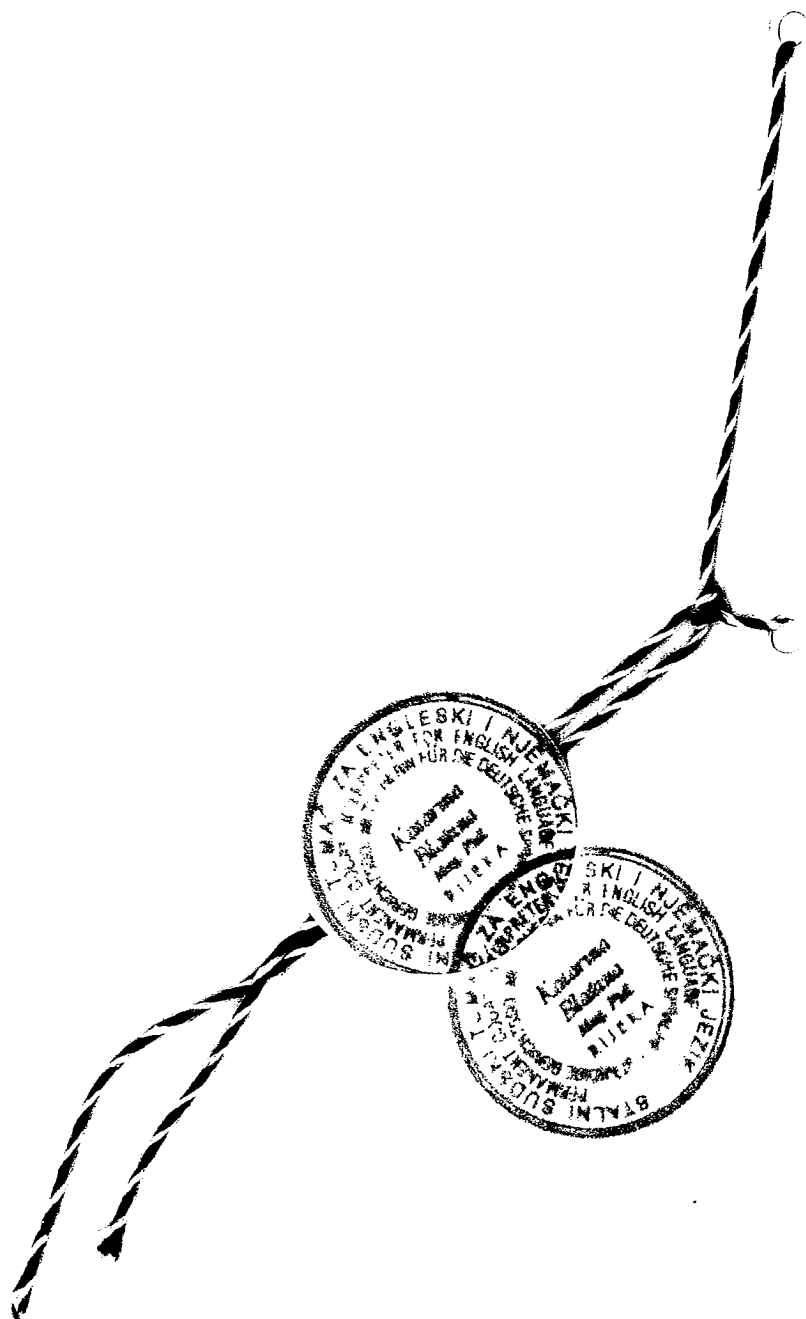
EURO: NL85DEUT0265237599

Ja, Katarina Blažina, Mag. phil., stalni sudski tumač za njemački i engleski jezik, imenovana rješenjem predsjednika Županijskog suda u Rijeci, broj 4Su-75/2020-5 od 14. 2. 2020. potvrđujem da je moj prijevod potpuno odgovara izvorniku sastavljenom na engleskom jeziku.

Datum: 20. 6. 2022.

Broj-OV: 96/ 2022.





Ovaj prijevod sastoji se od:

1 stranice i 3 lista

Broj ovjere: 95/2022.

Datum: 20. 6. 2022.

Račun izdan na BRODOSPLIT JSC

12. 8. 2020.

Ovjereni prijevod s engleskog na hrvatski





Carrier Transicold Ltd
P.O. BOX 10066
3004 AB Rotterdam
The Netherlands

Pittsburghstraat 21
3047 BL Rotterdam
Phone : 010-2380100
Fax : 010-2380101

Customer 5938	Date 12/08/2020	Invoice # 50/PF120820
Payment 20 days after delivery of documentation		
Reference OW-23322		Page : 1

Invoice address BRODOSPLIT JSC PUT SUPAVLA 21 21000 SPLIT CROATIA	Delivery address SAME AS INVOICE ADDRESS CROATIA
---	--

INVOICE Commercial

Pos	Qty	Item	Price	Unit	Discount	Amount Euro
		NB485				
2	1	10%	€ 81.500,00			€ 81.500,00
		2nd installment				

Our VAT# : NL005140754B01

Your VAT# : HR.18556905592

Goods Total 81.500,00	Cost 0,00	Total EURO 81.500,00
--------------------------	--------------	-------------------------

Delivery DAP

Chamber of Commerce : 24137858
VAT No. : NL005140754B01

When paying please state : 50/PF120820
Deutsche Bank Nederland N.V.
S.W.I.F.T. Address : DEUTNL2A
EURO : NL85DEUT0265237599

/Logo: Carrier/

Carrier Transicold Ltd
P.O. BOX 10066
3004 AB Rotterdam
Nizozemska

Pittsburghstraat 21
3047 BL Rotterdam
Tel. : 010-2380100
Fax.: 010-2380101

Klijent 5938	Datum 12. 8. 2020.	Račun# 50/PF120820
Plaćanje 20 dana nakon dostave dokumentacije		
Referenca OW-23322		Stranica: 1

Adresa na koju se izdaje račun: BRODOSPLIT JSC PUT SUPAVLA 21 21000 SPLIT HRVATSKA	Adresa dostave: ISTA KAO ADRESA NA KOJU SE IZDAJE RAČUN HRVATSKA
---	---

RAČUN

Komercijalni

Pozicija	Količina	Artikal/Usluga	Cijena	Jedinica	Popust	Iznos u eurima
----------	----------	----------------	--------	----------	--------	----------------

NB485

2	1	10%	Euro 81.500,00			Euro 81.500,00
		2. rata				

Naš PDV identifikacijski broj: NL005140754B01 Vaš PDV identifikacijski broj: HR 18556905592

Roba ukupno 81.500,00	Trošak 0,00	Ukupno EURO 81.500,00
---------------------------------	-----------------------	---------------------------------

Isporuka DAP
Trgovačka komora :24137858
PDV identifikacijski broj :NL005140754B01

Kod plaćanja molimo navesti: 50/PF120820
Deutsche Bank Nederland N.V.
S.W.I.F.T Adresa: DEUTNL2A
EURO: NL85DEUT0265237599

Ja, Katarina Blažina, Mag. phil., stalni sudski tumač za njemački i engleski jezik, imenovana rješenjem predsjednika Županijskog suda u Rijeci, broj 4Su-75/2020-5 od 14. 2. 2020. potvrđujem da gornji prijevod potpuno odgovara izvorniku sastavljenom na engleskom jeziku.

Datum: 20. 6. 2022.

Broj-OV: 95/ 2022.





Ovaj prijevod sastoji se od:

1 stranice i 3 lista

Broj ovjere: 103/2022.

Datum: 20. 6. 2022.

Račun izdan na BRODOGRADEVNA
INDUSTRIJA SPLIT

29. 4. 2021.

Ovjereni prijevod s engleskog na hrvatski





Carrier Transicold Ltd Pittsburghstraat 21
P.O. BOX 10066 3047 BL Rotterdam
3004 AB Rotterdam Phone : 010-2380100
The Netherlands Fax : 010-2380101

INVOICE

Original

BRODOGRADEVNA INDUSTRIJA SPLIT
DIONICKO DRUSTVO
PUT SUPAVLA 21
HR 21000 SPLIT
CROATIA

Customer : 5938 Invoice : 55/51000039 Date : 29-04-21

Quantity	Unit	Item	Price	Unit	Tax	Discount	Amount
----------	------	------	-------	------	-----	----------	--------

Service Order : 210028 COMMISSIONING
Reference : PO Q23000
Installation :

NB487 QUARK EXPEDITION

1.0000	PCS		102311.52	PCS		102311.52
		0035				
		MARINE COMMISSIONING				

T A X S U M M A R Y			
Amount	Rate	Tax Amount[EUR]	Tax Amount[EUR]
0.00	0.0 %	0.00	0.00

Our VAT#: NL005140754B01

Your VAT#: HR18556905592

Goods 0.00
Costs 102311.52

Total EUR 102311.52
Paid
Payable 102311.52

Payment Payment within 30 days
N.V.

Deutsche Bank Nederland

Please state with your payment 5938 55 51000039
code : DEUTNL2A

SWIFT/BIC

Chamber of Commerce : 137858
Transfer) : 26.52.37.599
VAT No. : NL005140754B01
Transfers) : NL85DEUT0265237599

EURO ACCOUNT (Domestic

EURO ACCOUNT (International

/Logo: Carrier/

Carrier Transicold Ltd
P.O. BOX 10066
3004 AB Rotterdam
Nizozemska

Pittsburghstraat 21
3047 BL Rotterdam
Tel. : 010-2380100
Fax.: 010-2380101

Original

RAČUN

BRODOGRAĐEVNA INDUSTRIJA SPLIT
DIONIČKO DRUŠTVO
PUT SUPAVLA 21
21000 SPLIT
HRVATSKA

Kupac: 5938 Račun: 55-51000039 Datum: 29-4-21

Količina	Jedinica	Artikl/Usluga	Cijena	Jedinica	Iznos
----------	----------	---------------	--------	----------	-------

Narudžba: 210028 NALOG

Referenca: PO Q23000

Instalacija:

	NB487 QUARK EXPEDITION	
1.0000 KOMADA	102311.52 KOMADA	102311.52

0035

MARINE COMMISSIONING

SAŽETAK POREZ

Iznos	Stopa	Iznos poreza (EURO)	Iznos poreza (EURO)
0,00	0,0 %	0,00	0,00

Naš PDV identifikacijski broj: NL005140754B01 Vaš PDV identifikacijski broj: HR 18556905592

Roba: 0,00 Ukupno EUR 102311.52

Troškovi: 102311.52 Plaćeno

Naplativo 102311.52

Plaćanje: unutar 30 dana
N.V.

Deutsche Bank Nederland N.V.

Molimo navesti prilikom plaćanja 5938 55 51000039 SWIFT/BIC

Kod: DEUTNL2A

Trgovačka komora: 137858

RAČUN EURI (domaće

transakcije): 26.52.37.599

PDV identifikacijski broj: NL005140754B01

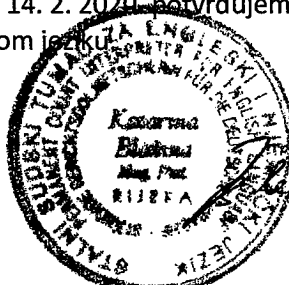
RAČUN EURI (međunarodne

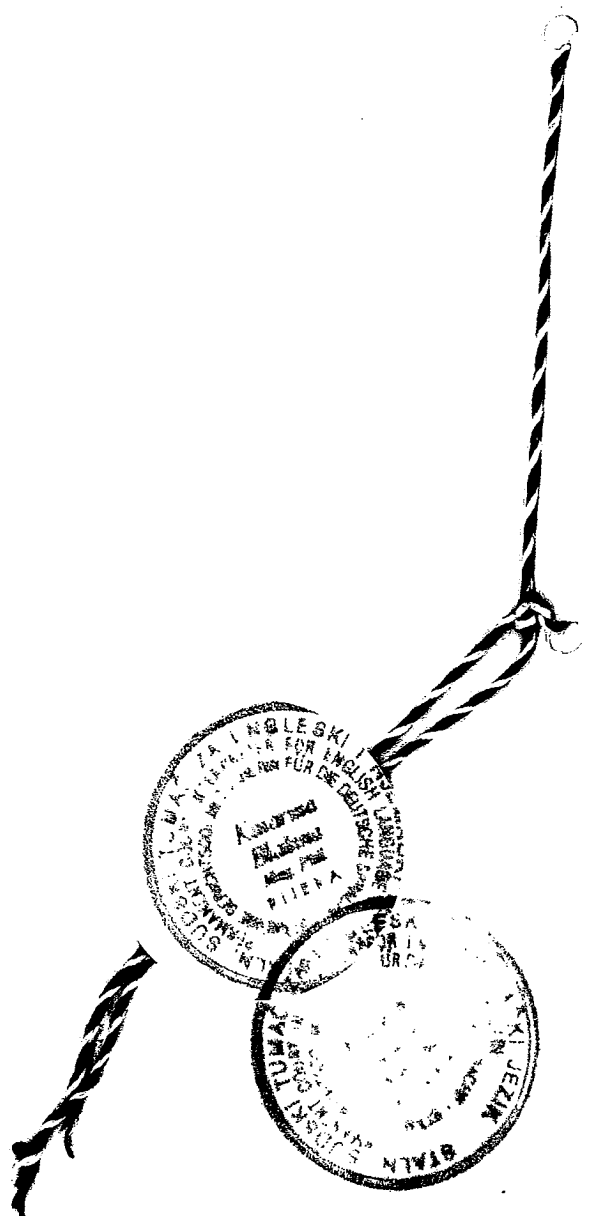
transakcije): NL85DEUT0265237599

Ja, Katarina Blažina, Mag. phil., stalni sudski tumač za njemački i engleski jezik, imenovana rješenjem predsjednika Županijskog suda u Rijeci, broj 4Su-75/2020-5 od 14. 2. 2020. potvrđujem da gornji prijevod potpuno odgovara izvorniku sastavljenom na engleskom jeziku.

Datum: 20. 6. 2022.

Broj-OV: 103/ 2022.





Ovaj prijevod sastoji se od:

1 stranice i 3 lista

Broj ovjere: 102/2022.

Datum: 20. 6. 2022.

Račun izdan na BRODOSPLIT JSC
15. 4. 2021.

Ovjereni prijevod s engleskog na hrvatski





TRANSICOLD

Carrier Transicold Ltd
P.O. BOX 10066
3004 AB Rotterdam
The Netherlands

Pittsburghstraat 21
3047 BL Rotterdam
Phone : 010-2380100
Fax : 010-2380101

Invoice address BRODOSPLIT d.d PUT SUPAVLA 21 21000 SPLIT CROATIA CROATIA		Delivery address BRODOSPLIT D.D. PUT SUPAVLA 21 HR 21000 SPLIT CROATIA		
		Payment Payment within 30 days		
Customer 5938	Date 15-04-2021	Invoice No. 50/51000401	Reference 23635, Nov. 487	Page : 1

INVOICE

Original

Pos	Qty	Unit	Item	Price	Unit	Discount	Amount
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Sales Order: 923520 Order Date: 15-04-2021 Packing Slip: ##### Ref.: 23635, Nov. 487

2	15	PCS	0038 THERMOSTAT	71,40	PCS		1071.00
900	1	PCS	0001 FREIGHT DHL AWB 2457771831	55,00	PCS		55.00

Our VAT#: NL005140754B01

Your VAT#: HR18556905592

Goods Total 0.00		Costs 1126.00		0.00		Total EUR 1126.00
----------------------------	--	-------------------------	--	------	--	-----------------------------

try : Ex Works

of Commerce : 24137858
: NL005140754B01

With payment please quote : 50/51000401
Deutsche Bank Nederland N.V.

SWIFT/BIC code : DEUTNL2A
EURO Account (Domestic Transfers) : 26.52.37.599
EURO Account (International Transfers) : NL85DEUT0265237599

Carry forward: 0.00

Carrier
TRANSCOLD

Carrier Transicold Ltd
P.O. BOX 10066
3004 AB Rotterdam
Nizozemska

Pittsburghstraat 21
3047 BL Rotterdam
Tel. : 010-2380100
Fax.: 010-2380101

Adresa na koju se izdaje račun BRODOSPLIT d.d. PUT SUPAVLA 21 21000 SPLIT HRVATSKA			Adresa isporuke BRODOSPLIT d.d. PUT SUPAVLA 21 21000 SPLIT HRVATSKA	
			Plaćanje U roku od 30 dana	
Kupac 5938	Datum 15. 4. 2021.	Broj računa 50/51000401	Referenca 23635, Nov. 487	Stranica: 1

RAČUN

Original

Poz.	Količina	Jedinica	Artikl/Usluga	Cijena	Jedinica	Popust	Iznos u eurima
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Narudžba: **923520** Datum narudžbe: 15. 4. 2021. Otpremnica: ##### Ref.:23625, Nov.487

2	15 KOM	0038		71,40 KOM			1071,00
		TERMOSTAT					
900	1 KOM	0001		55,00 KOM			55,00
		TERET / PRIJEVOZ					
		DHL AWB 2457771831					

Naš PDV identifikacijski broj: NL005140754B01 Vaš PDV identifikacijski broj: HR 18556905592

Roba ukupno 0,00		Trošak 1126,00	0,00		Ukupno EURO 1126,00
---------------------	--	-------------------	------	--	------------------------

Isporuca: franko tvornica

Kod plaćanja molimo navesti: 50/51000401

Deutsche Bank Nederland N.V.

SWIFT/BIC kod: DEUTNL2A

Trgovačka komora :24137858

PDV identifikacijski broj :NL005140754B01

Račun EURI (transakcije u zemlji): 26.52.37.599

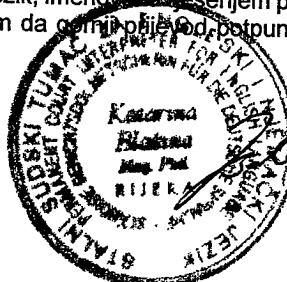
Račun EURI (transakcije u inozemstvu): NL85DEUT0265237599

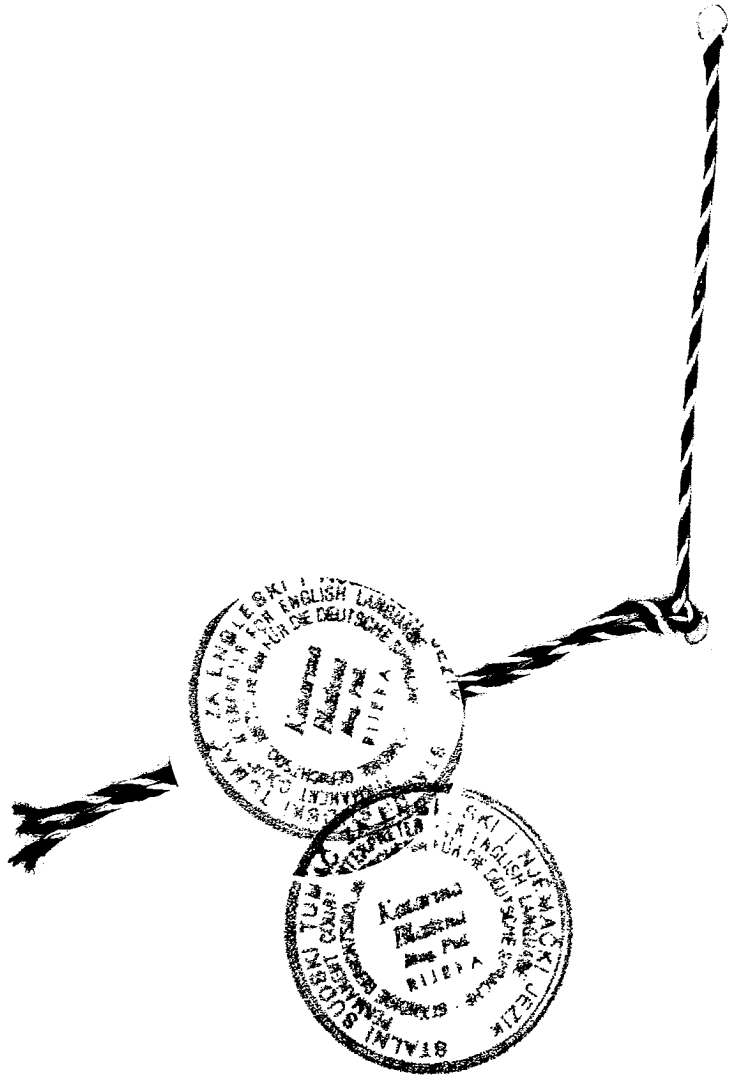
Preneseno 0,00

Ja, Katarina Blažina, Mag. phil., stalni sudski tumač za njemački i engleski jezik, imenovana rješenjem predsjednika Županijskog suda u Rijeci, broj 4Su-75/2020-5 od 14. 2. 2020. potvrđujem da ovaj prijevod potpuno odgovara izvorniku sastavljenom na engleskom jeziku.

Datum: 20. 6. 2022.

Broj-OV: 102/ 2022.





Ovaj prijevod sastoji se od:

1 stranice i 3 lista

Broj ovjere: 101/2022.

Datum: 20. 6. 2022.

Račun izdan na BRODOSPLIT JSC

21. 12. 2020.

Ovjereni prijevod s engleskog na hrvatski





TRANSICOLD

Carrier Transicold Ltd
P.O. BOX 10066
3004 AB Rotterdam
The Netherlands

Pittsburghstraat 21
3047 BL Rotterdam
Phone : 010-2380100
Fax : 010-2380101

Invoice address BRODOSPLIT JSC PUT SUPAVLA 21 HR 21000 SPLIT CROATIA		Delivery address BRODOSPLIT JSC PUT SUPAVLA 21 HR 21000 SPLIT CROATIA		
		Payment Payment within 30 days		
Customer 5938	Date 21-12-2020	Invoice No. 50/50001379	Reference OW-23322	Page : 1

INVOICE

Original

Pos	Qty	Unit	Item	Price	Unit	Discount	Amount
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Sales Order:922395 Order Date:20-04-2020 Packing Slip: 0 Ref.:OW-23322

NB485

30% PARCEL 2

244500.00

Our VAT#: NL005140754B01

Your VAT#: HR18556905592

Goods Total		Costs			Total EUR
0.00		244500.00		0.00	244500.00

: Delivery At Place

Commerce : 24137858

: NL005140754B01

With payment please quote : 50/50001379

Deutsche Bank Nederland N.V.

SHIFT/BIC code : DEUTNL2A

EURO Account (Domestic Transfers) : 26.52.37.599

EURO Account (International Transfers) : NL85DEUT0265237599

Carry forward:

0.00

/Logo:
Carrier
TRANSICOLD/

Carrier Transicold Ltd
P.O. BOX 10066
3004 AB Rotterdam
Nizozemska

Pittsburghstraat 21
3047 BL Rotterdam
Tel. : 010-2380100
Fax.: 010-2380101

Adresa na koju se izdaje račun BRODOSPLIT d.d. PUT SUPAVLA 21 21000 SPLIT HRVATSKA			Adresa isporuke BRODOSPLIT d.d. PUT SUPAVLA 21 21000 SPLIT HRVATSKA	
			Plaćanje U roku od 30 dana	
Kupac 5938	Datum 21. 12. 2020.	Broj računa 50/50001379	Referenca OW-23322	Stranica: 1

RAČUN

Original

Pozicija	Količina	Jedinica	Artikl / Usluga	Cijena	Jedinica	Popust	Iznos u eurima
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Narudžba: **922395** Datum narudžbe: 20. 4. 2020. Otpremnica: 0 Ref.: **OW-23322**

NB485

30% POŠILJKA 2

244500.00

Naš PDV identifikacijski broj: NL005140754B01 Vaš PDV identifikacijski broj: HR 18556905592

Roba ukupno 0,00		Trošak 244500,00	0,00		Ukupno EURO 244500,00
---------------------	--	---------------------	------	--	--------------------------

Isporuca: na mjesto

Kod plaćanja molimo navesti: 50/51000401

Deutsche Bank Nederland N.V.

SWIFT/BIC kod: DEUTNL2A

Trgovačka komora :24137858

PDV identifikacijski broj :NL005140754B01

Račun EURI (transakcije u zemlji): 26.52.37.599

Račun EURI (transakcije u inozemstvu): NL85DEUT0265237599

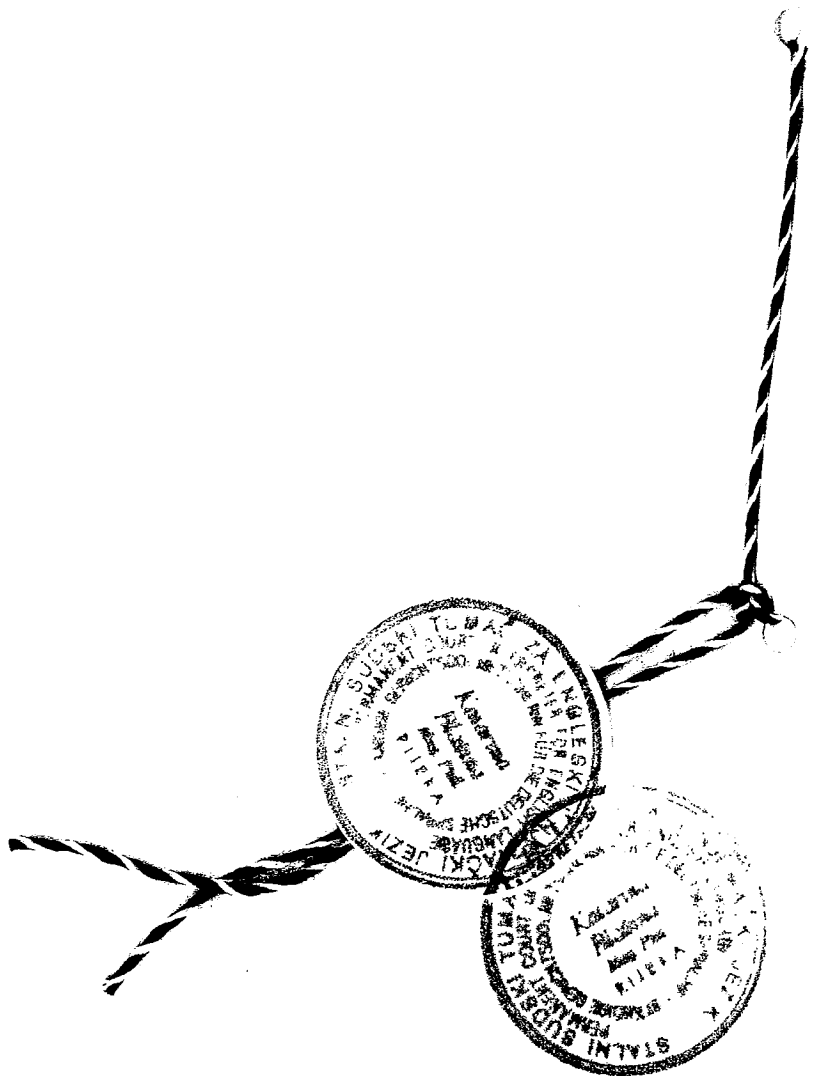
Preneseno 0,00

Ja, Katarina Blažina, Mag. phil., stalni sudski tumač za njemački i engleski jezik, imenovana rješenjem predsjednika Županijskog suda u Rijeci, broj 4Su-75/2020-5 od 14. 2. 2020. potvrđujem da ovaj prijevod potpuno odgovara izvorniku sastavljenom na engleskom jeziku.

Datum: 20. 6. 2022.

Broj-OV: 101/ 2022.





Ovaj prijevod sastoji se od:

1 stranice i 3 lista

Broj ovjere: 100/2022.

Datum: 20. 6. 2022.

Račun izdan na BRODOSPLIT JSC

17. 8. 2021.

Ovjereni prijevod s engleskog na hrvatski





Carrier Transicold Ltd
P.O. BOX 10066
3004 AB Rotterdam
The Netherlands

Pittsburghstraat 21
3047 BL Rotterdam
Phone : 010-2380100
Fax : 010-2380101

Customer 5938	Date 17/08/2021	Invoice # CINV5938
Payment WITH 3RD INSTALMENT		
Reference OW-23322 ANNEX 2	Page : 1	

Invoice address
BRODOSPLIT JSC
PUT SUPAVLA 21
21000 SPLIT
CROATIA

Delivery address
SAME AS INVOICE ADDRESS

CROATIA

INVOICE Commercial

Pos	Qty	Item	Price	Unit	Discount	Amount Euro
		NB485				
10	1	ANNEX 2	€ 15.183,00			€ 15.183,00

Our VAT# : NL005140754B01

Your VAT#: HR.18556905592

Goods Total 15.183,00	Cost 0,00	Total EURO 15.183,00
--------------------------	--------------	-------------------------

Delivery

Chamber of Commerce : 24137858
VAT No. : NL005140754B01

When paying please state : CINV5938
Deutsche Bank Nederland N.V.
S.W.I.F.T. Address : DEUTNL2A
EURO : NL85DEUT0265237599

/Logo: Carrier/

Carrier Transicold Ltd
P.O. BOX 10066
3004 AB Rotterdam
Nizozemska

Pittsburghstraat 21
3047 BL Rotterdam
Tel. : 010-2380100
Fax.: 010-2380101

Klijent 5938	Datum 17. 8. 2021.	Račun# CINV5938
Plaćanje S 3. RATOM		
Referenca OW-23322 ANNEX-2 /Na hrv. OW-23322-PRIVITAK-2/		Stranica: 1

Adresa na koju se izdaje račun: BRODOSPLIT d.d. PUT SUPAVLA 21 21000 SPLIT HRVATSKA	Adresa dostave: BRODOSPLIT d.d. PUT SUPAVLA 21 21000 SPLIT HRVATSKA
--	--

RAČUN

Komercijalni

Poz.	Količina	Artikl/ Usluga	Cijena	Jedinica	Popust	Iznos u eurima
		NB487				
10	1	ANNEX 2 /na hrv. PRIVITAK 2/	Euro 15.183,00			Euro 15.183,00

Naš PDV identifikacijski broj: NL005140754B01 Vaš PDV identifikacijski broj: HR 18556905592

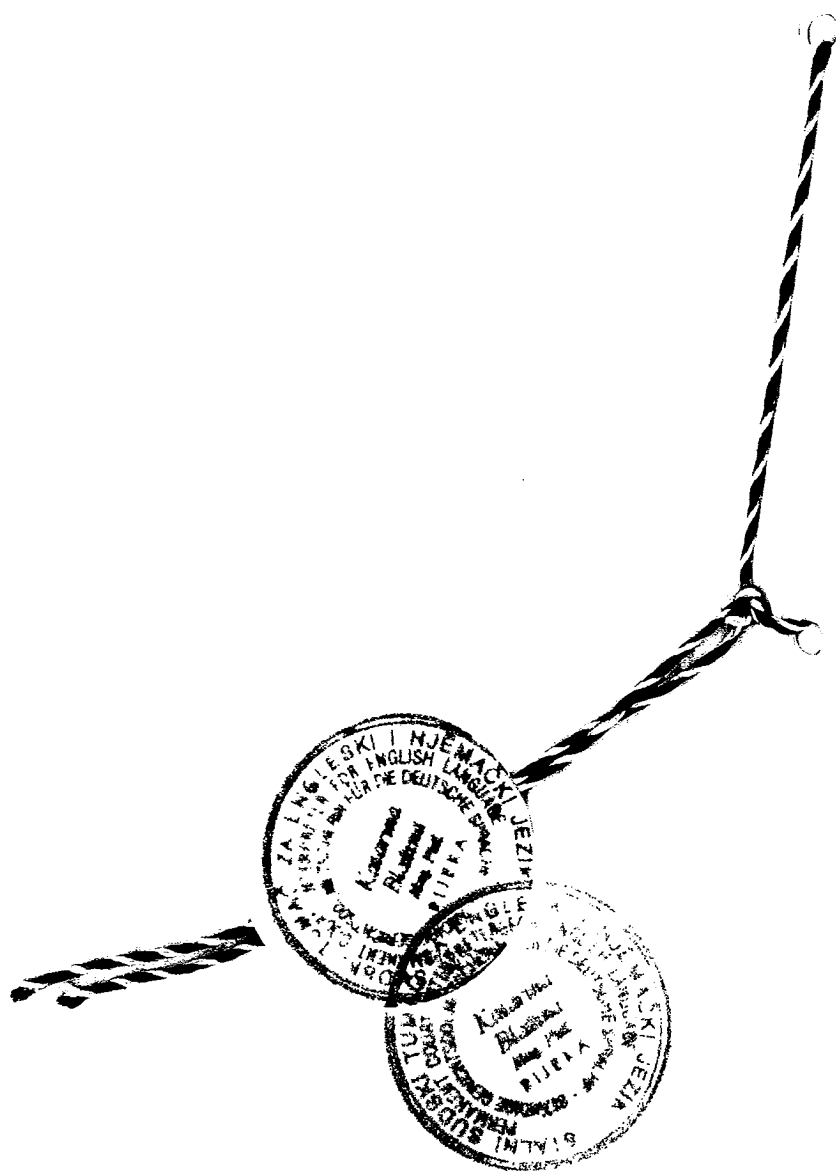
Roba ukupno 15.183,00	Trošak 0,00	Ukupno EURO 15.183,00
Isporuka		
Trgovačka komora	:24137858	Kod plaćanja molimo navesti: 50/PF02112020
PDV identifikacijski broj	:NL005140754B01	Deutsche Bank Nederland N.V.
		S.W.I.F.T Adresa: DEUTNL2A
		EURO: NL85DEUT0265237599

Ja, Katarina Blažina, Mag. phil., stalni sudski tumač za njemački i engleski jezik, imenovana rješenjem predsjednika Županijskog suda u Rijeci, broj 4Su-75/2020-5 od 14. 2. 2020. potvrđujem da ovaj prijevod potpuno odgovara izvorniku sastavljenom na engleskom jeziku.

Datum: 20. 6. 2022.

Broj-OV: 100/ 2022.





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

and

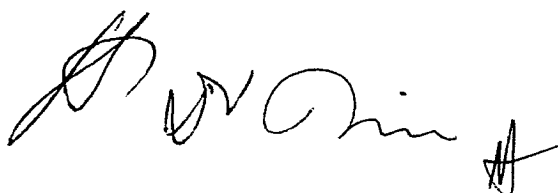
**Carrier Transicold LTD.
Marine & Offshore Group
PO Box 10066
3004 AB Rotterdam
The Netherlands**

have executed on 17.04.2018. the following

CONTRACT No.Q-23000

FOR PURCHASE AND SALE OF HVAC SYSTEM FOR NB 487

(hereinafter the Contract)



This **Contract** is made and entered into on this 17th day of April 2018. by and between

BRODOGRAĐEVNA INDUSTRIJA SPLIT, dioničko društvo,
a company organized and existing under the laws of Croatia,
having its registered office at Put Supavla 21, 21000 Split, Croatia,
EU VAT identification number: HR18556905592,
represented solely and independently by
Tomislav Debeljak, President of the Management Board
(hereinafter the **Buyer**)

and

Carrier Transicold LTD
a company organized and existing under the laws of the Netherlands,
having its registered office at Pittsburgstraat 21, 3047BL Rotterdam, The Netherlands,
EU VAT identification number: NL005140754B01,
represented solely and independently by
Diederik van Steenis, Managing Director of Marine and Offshore Group
(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**:

HVAC SYSTEM:

Engineering: Accommodation HVAC System design

Chiller units with related equipment

AHUs with related equipment

FCUs with related equipment

Internal air distribution equipment

Fire & smoke dampers

Fans

Sound attenuators

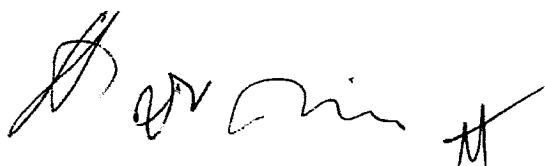
ECR unit

Other smaller equipment

Freon recovery unit with leak detection system

Parts for mock-ups (2x fan coils, 2x supply diffusers, 2x exhaust diffusers)

(hereinafter the **Equipment**)



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

- Quotation No. 18.MARNvD006E from
- Technical specification No. 18.MARNvD006E
- Interface Matrix HVAC_P1357_revC
- HVAC_doc_schedule_Carrier_P1357_revC

specification 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 labor, materials and equipment required to manufacture the **Equipment** and full fill 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**.

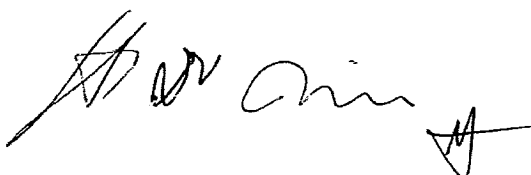
1.6 Equipment has to be made according to the rules of the Classification Society DNV GL, COMF(C2)(V2)Pax, (C3) (V3) Crew)instructions and guidelines of USCG, USPH and SOLAS and MED regulations.

2 TECHNICAL DOCUMENTATION

2.1 The **Seller** shall deliver to the **Buyer** the necessary technical data per schedule for the provision of technical data (the "**Necessary Documentation**") attached hereto as Exhibit "F" and which is an integral part of this **Contract**.The documentation shall be deemed accepted after the review and written approval of the **Buyer**. 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:

- Classification Society's certificates
- Workshop certificates



- 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...)
- Instruction manuals, maintenance manuals and spare parts list for the **Equipment** in English language and in their last version, in 6 copies
- 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 new building 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 13. of this **Contract** shall apply.

2.3 The **Seller** shall provide the **Buyer** with the instruction manuals, maintenance manuals and spare parts list for the **Equipment** in English language and in their last version, in 6 (six) copies (5 hard copies + 1CD), at least 15 (fifteen) days before delivery of the **Equipment**.

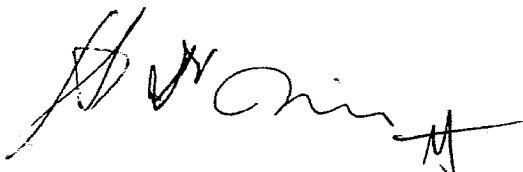
2.4 The **Seller** warrants that the **Equipment** shall be manufactured in compliance with the "IMO Hong Kong International Convention for the Safe Environmentally Sound Recycling of Ships, 2009". As evidence of such compliance the **Seller** shall complete the "Material Declaration-IHM Statement of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

2.5 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 The **Seller** will conduct the lab test of the chiller units.




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

3.4 The **Seller** shall inform the **Buyer** at least 15 (fifteen) working days, and afterwards confirm at the exact date at last 5 (five) days prior the commencement of the testing and/or trials of the **Equipment** shall provide the **Buyer** with necessary testing programs in order to enable the timely inspection by the **Buyer** and/or its representatives.

3.5 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**.

3.6 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 COMMUNICATION BETWEEN THE CONTRACTING PARTIES

In order to assure all contractual obligations will be fulfilled orderly and in due time the **Seller** obligates to ensure its 7 first class engineers with relevant experience during the entire stage of project documentation development and to be available to the **Buyer** or representatives of the **Buyer** for all technical issues for the purpose of this project. The **Seller** obligates to prepare and deliver list with contact details of above mentioned personnel to the **Buyer** within 8 (eight) days after signing this **Contract**.

All relevant communication will go through the following **Seller** representatives:

Kristaps Klavins- responsible for engineering and documentation part

Nevil Tant- responsible for engineering and documentation part

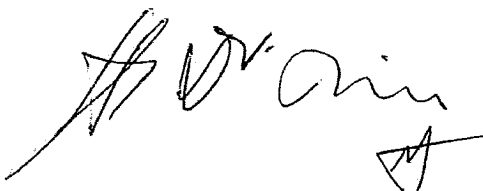
5 DELIVERY AND TRANSFER OF OWNERSHIP

5.1 Delivery will take place according to parity DAP 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** can not extend the agreed delivery time without prior written consent of the **Buyer**.

5.2 The **Seller** will deliver the **Equipment** on the following date(s):

1. PARCEL : within 12 weeks after the Buyer request

Mock-up parts: (2x fan coils, 2x supply diffusers, 2x exhaust diffusers)



2. **PARCEL 15.03.2019- DAP Brodosplitd.d.**
(Chiller units, freon recovery unit, fire& smoke dampers, fans, sound attenuators, ECR equipment)
3. **PARCEL : 05.07.2019- DAP Brodosplitd.d.**
(AHU units for MFZ 1)
4. **PARCEL: 09.08.2019- DAP Brodosplitd.d.**
(FCUs, AHU units for MFZ 2 & 3 and rest of the Equipment)

5.3 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.

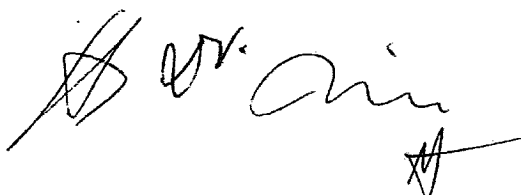
5.4 The **Buyer** reserves its right to extend the delivery dates set out in this Article if it would become necessary in order to accommodate its manufacture plans and shall advise the **Seller** in writing accordingly. However, the **Buyer** will advise the **Seller** in writing about such changes in due time at least 60 days before contracted delivery date for each parcel as set out in Article 5.2 above.

5.5 In the event of extension of the final delivery date as defined under Article 5.2. 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**.

6 TRANSPORTATION OF THE EQUIPMENT

6.1 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.

6.2 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.



7 INSPECTION OF THE EQUIPMENT

- 7.1 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**.
- 7.2 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**.
- 7.3 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.
- 7.4 The **Seller** shall correct all deficiencies within 15 (fifteen) days of such determination and bear all costs necessary to replace or repair non-conforming **Equipment**.
- 7.5 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.

8 PURCHASE PRICE

- 8.1 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:

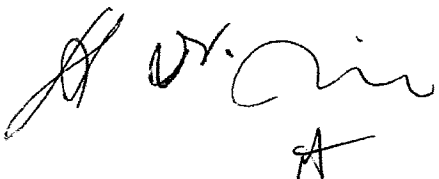
1.275.000 EUR (hereinafter the **Contract Price**)

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

9 TERMS OF PAYMENT

- 9.1 The **Buyer** will pay to the **Seller** the **Contract Price** as follows:

- the 1st installment of 10% of the **Contract Price** the **Buyer** shall pay within 60 days after the date of this **Contract**, but not before receipt of a refund guarantee provided by the




Seller in the aggregate amount of advance payments payable by the Buyer hereunder, in form and substance as per Exhibit "B" to this Contract, and issued by a bank or insurance company acceptable to the Buyer and not before receipt of a performance guarantee in amount of 20% of contract price in form and substance per Exhibit „C“and issued by a bank or insurance company acceptable to the Buyer.

- the 2nd installment of 10% of the Contract Price the Buyer shall pay within 20 days after the delivery of the Necessary Documentation according to Article 2.1 of this Contract, but not before receipt of a refund guarantee provided by the Seller in the aggregate amount of advance payments payable by the Buyer hereunder, in form and substance as per Exhibit "B" to this Contract, and issued by a bank or insurance company acceptable to the Buyer
- the 3rd installment of 40% of the Contract Price the Buyer shall pay 60 days before the delivery of the Parcel 2. (Chiller units, freon recovery unit, fire& smoke dampers, fans, sound attenuators, ECR equipment)according to Article 5.2 of this Contract, but not before receipt of a refund guarantee provided by the Seller in the aggregate amount of advance payments payable by the Buyer hereunder, in form and substance as per Exhibit "B" to this Contract, and issued by a bank or insurance company acceptable to the Buyer;
- the 4th installment of 20% of the Contract Price the Buyer shall pay 60 days before the delivery of the Parcel 3. (AHU units for MFZ 1) according to Article 5.2 of this Contract, but not before receipt of a refund guarantee provided by the Seller in the aggregate amount of advance payments payable by the Buyer hereunder, in form and substance as per Exhibit "B" to this Contract, and issued by a bank or insurance company acceptable to the Buyer;
- the 5th installment of 12% of the Contract Price the Buyer shall pay 60 days before the delivery of the Parcel 4. (FCUs, AHU units for MFZ 2 & 3 and rest of the Equipment) according to Article 5.2 of this Contract, but not before receipt of a refund guarantee provided by the Seller in the aggregate amount of advance payments payable by the Buyer hereunder, in form and substance as per Exhibit "B" to this Contract, and issued by a bank or insurance company acceptable to the Buyer;
- the 6th installment of 8% of the Contract Price the Buyer shall pay after the Equipment has been put into function and upon commissioning of the Equipment has been done successfully, but not before receipt of the Warranty Guarantee pursuant to Article 10.3.1 of this Contract, in form and substance as per Exhibit "D".

9.2 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.

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



10 SECURITIES

10.1 Refund Guarantee

10.1.1 As a security for refund of the **Advance Payment**, the **Seller** will in favour of the **Buyer** issue an unconditional and irrevocable bank or insurance company guarantee payable on first written demand of the **Buyer** without cavil or argument issued by the bank or insurance company 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 5.2 of this **Contract**.

10.1.2 The **Buyer** is entitled to activate the **Refund Guarantee** in case

- a) The **Seller** breaches any of its obligations with regard to the scope of supply (related to both documentation or equipment) described 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**.

10.2 Performance Guarantee

10.2.1 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 or insurance company guarantee payable on first written demand of the **Buyer** without cavil or argument issued by the bank or insurance company acceptable to the **Buyer** in form and substance as per Exhibit C (hereinafter **Performance Guarantee**) and issued by a bank or insurance company 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).

10.2.2 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 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**.

10.2.3 If the **Seller** fails to full fill its obligations under the terms and conditions of the **Contract**, the **Buyer** is entitled to activate the **Performance Guarantee**.

10.3Warranty Guarantee

10.3.1 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 or insurance company 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 9.1 of this **Contract** and will be issued for the amount equivalent to 20% (twenty percent) of the **Contract Price**.

10.3.2 In the event warranty period is extended in accordance with Article 11.8 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**.

10.3.3 If the **Seller** fails to meet its guarantee obligations as described under Article 11. of this **Contract**, the **Buyer** is entitled to activate the Letter of Guarantee.

11 WARRANTY FOR THE EQUIPMENT

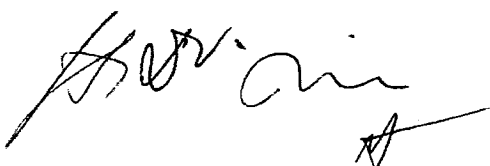
11.1 The **Seller**, as manufacturer of the **Equipment**, is liable for any material defects, performance of the **Equipment** and/or lack of manufacture of the **Equipment**, which specifically includes defects caused by raw material and/or inadequate manufacturing process and/or workmanship. The **Seller** 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).



- 11.2 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**.
- 11.3 The **Seller** also guarantees that the **Equipments** 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.
- 11.4 The warranty period shall be 12 calendar months from the date of delivery of the Hull on which the Equipment has been installed in part or as a whole, but not more than thirty six (36) months from the date of delivery of the Equipment in its entirety (therefore, after the last parcel has been delivered) according to the Contract (the "**Warranty Period**").
- 11.5 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 shortest reasonable time period which will be mutually agreed by the parties, 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**. The Seller warrants to respond with information on necessary time to provide required services (repair or replace Equipment) within 2 (two) days after the first request of the **Buyer**.
- 11.6 The **Buyer** or its representative will inform the **Seller** in writing within 15 (fifteen) working days after discovery of any defect in the **Equipment** that need to be repaired or replaced and will describe the same.
- 11.7 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.
- 11.8 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

12 TERMINATION OF THE CONTRACT

In case the contract for building this subject Hulls canceled the Buyer will reserve its right to terminate the Contract, by its unilateral statement/notice of termination of the Contract. The Buyer shall deliver its statement/notice of termination of the Contract to the Seller in written form by post or by e-mail.



13 CONTRACTUAL PENALTY

13.1 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.

13.1.1 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 0.4 % (zero point four) of the **Contract Price** for each day to a maximum of 12% of the **Contract Price** started day of such a delay.

13.2 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**.

13.3 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**.

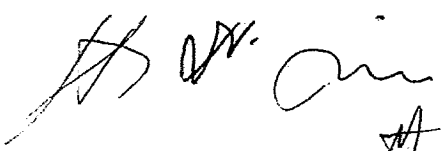
13.4 In case that the **Buyer** has terminated the **Contract** as defined in this Article the **Seller** shall on **Buyer's** demand refund any part of any installment of the **Contract Price** paid by the **Buyer** to the **Seller** before the termination of the **Contract** pertaining to not-delivered 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**.

13.5 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 14. of this **Contract**.

13.6 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.

14 FORCE MAJEURE

14.1 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.

14.2 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.

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

15 GOVERNING LAW AND JURISDICTIONS

15.1 The **Parties** agree that all disputes arising in relation to this **Contract** shall be resolved amicably. Should the parties not have settled the dispute within 60 days article 15.2 should apply.

15.2 The **Parties** agree that all disputes arising from this **Contract**, including disputes which refer to questions of their valid creation and/or breach and/or termination, as well as legal effects which arise from it, shall be finally resolved in accordance with Swiss law in an adequate procedure before a subject-matter competent Commercial Court at Zurich, Switzerland.

16 MODIFICATION AND ASSIGNMENT OF THE CONTRACT

16.1 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.

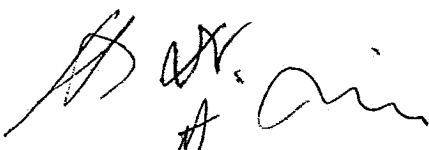
17 SALVATORY CLAUSE

17.1 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**.

17.2 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**.

18 INSTALLATION AND COMMISSIONING OF THE EQUIPMENT

18.1 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 vessels 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 as follows:

Commissioning HVAC accommodation

- 56 man days divided in 3 shifts of 2 engineers

Commissioning Chillers

- 8 man days in 1 shift of 1 engineer

Engineer for sea trial

- 6 man days in 1 shift of 1 engineer

18.2 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.

18.3 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.

18.4 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.

18.5 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.

18.6 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 900.

18.7 Upon completion of the **Seller's** service engineer's work the **Parties** shall execute the minutes thereof signed by their representatives.

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

19.1 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.



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

19.3 The **Seller** takes note that the **Buyer** is the author of all projects, calculations and technical details related to the specified type of vessel.

19.4 The **Seller** 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 of 20 (twenty) years hereafter.

19.5 The **Seller** 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.

19.6 The **Seller** reserves its right to offer and sell spare parts directly to the third parties if receives such inquiry.

20 LIMITATION OF LIABILITY

20.1 **Seller** shall only be liable for any direct damage caused by **Seller**. The total liability of **Seller** is limited to a maximum of 20% 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 13.1.1. and insofar as the damages are caused by gross negligence or intentional act by the **Seller**.

21 GENERAL

21.1 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**.

21.2 This **Contract** contains the entire agreement between the **Parties** hereto.

22 ENTERING INTO FORCE

22.1 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**.

22.2 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).

23. DATA PRIVACY

23.1 Both parties will comply with applicable data privacy laws as pertaining to Personal Information processed in connection with activity under this Agreement. The parties will take all reasonable commercial and legal steps to protect Personal Information against undue disclosure.

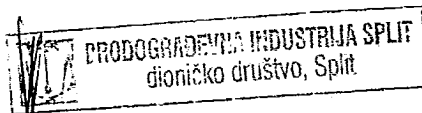
24 EXPORT CONTROL

24.1 Buyer undertakes to comply strictly with all export control regulations, where applicable.

25 NUMBER OF ORIGINALS OF THIS CONTRACT

25.1. 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: 27.05.2018

SELLER:

A large, stylized signature in black ink, written over a horizontal line.

By: Diederik van Steenis

Title: Managing Director

Date: 14-5-2018

Three handwritten signatures in black ink, located at the bottom left of the page. They are written in a cursive, flowing style.

A small, handwritten mark or signature in black ink, located at the bottom right of the page.

Enclosure:

Exhibit A- Specification of the Equipment

Exhibit B- Refund Guarantee

Exhibit C- Performance Guarantee

Exhibit D- Letter of Guarantee

Exhibit E- Material declaration – IHM Statement of Compliance

Exhibit F- Necessary Documentation

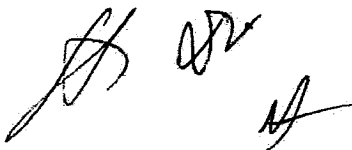
A handwritten signature in black ink, consisting of stylized, cursive letters.

Exhibit A

SPECIFICATION OF THE EQUIPMENT

JS.

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REFUND 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 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]*

[PLEASE INSERT LETTERHEAD OF THE BANK]

Exhibit C

PERFORMANCE GUARANTEE
(hereinafter the Guarantee)

TO: BRODOSPLIT d.d., Put Supavla 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 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 that 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 GUARANTEE
(hereinafter the Guarantee)

TO: BRODOSPLIT d.d., Put Supavla 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 that 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**) 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*

MATERIAL DECLARATION-IHM STATEMENT OF COMPLIANCE

MATERIAL DECLARATION-IHM STATEMENT OF COMPLIANCE

Material Declaration ID number		Date of declaration	
Supplier's Declaration of Conformity ID number			
Company name		Division name	
Address			
Contact person		Telephone number	
Email address		Fax number	

Remarks				
Product name	Product number	Delivered unit	Delivered unit	Product information
		Amount	Unit	

This materials information shows the amount of hazardous materials contained in 1 ____ (unit: piece, kg, m, m², etc) of the product

Table	Material name		Threshold level	Present above threshold level?	If yes, material mass	If yes, material unit	If yes, information on where it is used
Table A (materials listed in Appendix 1 of the Convention)	Asbestos	Asbestos	No threshold level	Yes / No			
	Polychlorinated Biphenyls (PCBs)	Polychlorinated Biphenyls (PCBs)	50 mg/kg				
	Ozone Depleting Substance	Chlorofluorocarbons (CFCs)	No threshold level				
		Halons					
		Other Fully Halogenated CFCs					
		Carbon Tetrachloride					
		1,1,1-Trichloroethane (Methyl Chloroform)					
		Hydrochlorofluorocarbons					
		Hydrobromofluorocarbons					
		Methyl Bromide					
		Bromochloromethane					
	Anti-fouling systems	Tributyl Tins					

	containing organotin compounds as a biocide	Triphenyl Tins	2500 mg total tin/kg				
		Tributyl Tin Oxide (TBO)					

Table	Material name	Threshold level	Intentionally added above threshold level?	If yes, substance mass	If yes, substance unit	If yes, information on where it is used
			Yes / No			
Table B (materials listed in Appendix 2 of the Convention)	Cadmium and Cadmium Compounds	100 mg/kg				
	Hexavalent Chromium and Hexavalent Chromium Compounds	1000 mg/kg				
	Lead and Lead Compounds	1000 mg/kg				
	Mercury and Mercury Compounds	1000 mg/kg				
	Polybrominated Biphenyls (PBBs)	1000 mg/kg				
	Polybrominated Diphenyl Ethers (PBDEs)	1000 mg/kg				
	Polychlorinated naphthalenes (C12>3)	No threshold level				
	Radioactive Substances	No threshold level				
	Certain Shortchain Chlorinated Paraffins	1%				

Supplier's Declaration of Conformity for Material Declaration management

1)	Identification Number:	_____
2)	Issuer's name:	_____
	Issuer's address:	_____

3)	Object(s) of the declaration:	_____

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	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/>	
4)	The object(s) of the declaration described above is in conformity with the following documents:	
	Document No.:	Title:
	Edition/date of issue:	
5)	<hr/>	<hr/>
	<hr/>	<hr/>
	<hr/>	<hr/>
6)	Additional information: <hr/>	
	<hr/>	
	Signed for and on behalf of:	
	<hr/>	
	<hr/>	
	(Place and date of issue)	
7)	<hr/>	<hr/>
	(Name, function)	(Signature)

**BRODOSPLIT JSC
Put Supavla 21
21000 Split
Croatia**

and

**Carrier Transicold LTD.
Marine & Offshore Group
PO Box 10066
3004 AB Rotterdam
The Netherlands**

have executed on 05.02.2020 the following

CONTRACT No.OW-23322

FOR PURCHASE AND SALE OF HVAC SYSTEM FOR NB485

(hereinafter the Contract)

This Contract is made and entered into on this 5th of February 2020 by and between

BRODOSPLIT JSC,
a company organized and existing under the laws of Croatia,
having its registered office at Put Supavla 21, 21000 Split, Croatia,
EU VAT identification number: HR18556905592,
represented solely and independently by
Tomislav Debeljak, President of the Management Board
(hereinafter the **Buyer**)

and

Carrier Transicold LTD
a company organized and existing under the laws of The Netherlands
having its registered office at Pittsburgstraat 21, 3047BL Rotterdam, The Netherlands,
EU VAT identification number: NL005140754801,
represented solely and independently by
Diederik van Steenis, Managing Director of Carrier Transicold Ltd, Marine and Offshore Division
(hereinafter the **Seller**)

The **Buyer** and the **Seller** hereinafter collectively referred to as the **Parties**.

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**:

HVAC SYSTEM:

Engineering: Accommodation HVAC System design
Chiller units with related equipment
AHUs with related equipment
FCUs with related equipment
Internal air distribution equipment
Outside air inlet and outlet grills and fire dampers
Fans
Split units
Sound attenuators
ECR unit
Other smaller equipment

(hereinafter the **Equipment**)

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

- Quotation No. 17MARSVS091 REV 2 from 13/12/2019
- Change log Excel document: NB485 Changes log rev 2
- Equipment list PDF document: D-5840-383-Equipment list-rev 2
- NB485 drawings as per DID01 to DID08 rev 2
- Interface Matrix HVAC_NB485 Carrier
- Minutes of Meeting docNB485 - MOM2-CARRIER

Specification attached hereto as ANNEX [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 labor, materials and equipment required to manufacture the Equipment and shall fulfill the Buyer's reasonable request for delivery of technical documentation for the Equipment.

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 reasonably 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.

2 TECHNICAL DOCUMENTATION

2.1 The Seller shall deliver to the Buyer the necessary technical data per schedule for the provision of technical data (the "Necessary Documentation") attached hereto as Annex "F" and which is an integral part of this Contract. The Necessary Documentation shall be deemed accepted after the review and written approval of the Buyer. The necessary Documentation shall be deemed to have been delivered timely unless the Buyer objects in writing within [2weeks] after the date of delivery of the Documentation to the Buyer by the Seller. The documentation shall be deemed delivered orderly if the Buyer did not have justified subsequent remarks regarding completeness and content of the documentation.

2.2 The Necessary Documentation consists of the following documents:

- Classification Society's certificates
- Workshop certificates
- 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...)
- Instruction manuals, maintenance manuals and spare parts list for the **Equipment**
- All the remaining documents stated in the **Specification**

The **Seller** hereby undertakes, without exception, to provide in the Necessary 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 new building 485. 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 2.1 in conjunction with Article 13. of this **Contract** shall apply.

2.3 The **Seller** shall provide the **Buyer** with the instruction manuals, maintenance manuals and spare parts list for the **Equipment** in English language and in their last version, in 6 (six) copies (5 hard copies + 1 USB), at least 15 (fifteen) days before delivery of the **Equipment**.

2.4 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 Annex [E] and deliver the same to the **Buyer** not later than 15 (fifteen) days prior to the delivery of the **Equipment**. If the **Seller** fails to comply with the before mentioned, this **Contract** shall be null and void and the **Buyer** shall have no liability under this **Contract** whatsoever.

2.5 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**.

2.6 **Equipment** has to be made according to the rules of the Classification Society LRS, COMF(C2)(V2)Pax, (C3) (V3) Crew) instructions and guidelines of USPH and SOLAS and MED regulations.

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 request, which request may not unreasonably be withheld, inspection at final stage of manufacturing of the Equipment 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 The Seller shall provide the Buyer with necessary testing schedules in order to enable the timely inspection by the Buyer and/or its representatives.

Seller shall notify the Buyer at least 15 (fifteen) working days, and subsequently confirm the exact date at last 5 (five) days prior to the commencement of the testing and/or trials of the Equipment.

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 COMMUNICATION BETWEEN THE CONTRACTING PARTIES

4.1 In order to assure all contractual obligations will be fulfilled orderly and in due time the Seller obligates to ensure first class engineers with relevant experience during the entire stage of project documentation development to be available to the Buyer or representatives of the Buyer for all technical issues for the purpose of this project. All relevant communication will go through the following Seller representatives:

Kristaps Klavins- responsible for engineering and documentation part

Siegert van Schaik-responsible for project management, engineering and documentation part

4.2 Costs and expenses for the engagement of aforementioned first class engineers from Paragraph 4.1 of this Article shall be for the Seller's account.

5 DELIVERY AND TRANSFER OF OWNERSHIP

5.1 Delivery will take place according to parity DAP 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**.

5.2 The **Seller** will deliver the **Equipment** on the following date(s):

1. PARCEL 17.07.2020- DAP Brodosplit JSC

(AHUs, Chillers, SCU ECR, Hot and chilled water, Pumps, All humidifiers, All fans, Duct heaters, fire dampers, Sound attenuators, Smoke dampers, Hand dampers, Volume control dampers, Supply grills)

2. PARCEL : 30.10.2020- DAP Brodosplit JSC

(FCUs, All electric control panels, Exhaust valves, Split units, All kinds of AHU and FCU valves)

5.3 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 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 **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.

5.4 The **Buyer** 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. However, the **Buyer** will advise the **Seller** in writing about such changes in due time at least 60 days before contracted delivery date for each parcel as set out in Article 5.2 above. **Buyer** shall indemnify **Seller** for such extensions.

5.5 In the event of extension of the final delivery date as defined under Article 5.2. 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**.

6 TRANSPORTATION OF THE EQUIPMENT

6.1 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.

6.2 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 there under.

7 INSPECTION OF THE EQUIPMENT

7.1 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 one week after the Report on receipt control of the Equipment has been compiled in line with Article 5.3.

7.2 After the Buyer's acceptance of the Equipment, if the Buyer discovers during the applicable warranty period 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.

7.3 The Seller will accept at its own discretion for return and/or 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.

7.4 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.

7.5 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 reasonable costs necessary to repair or replace non-conforming Equipment carried out by the Buyer with or without assistance of third-parties.

8 PURCHASE PRICE

8.1 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:

815.000,00 EUR (hereinafter the Contract Price)

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

9 TERMS OF PAYMENT

9.1 The Buyer will pay to the Seller the Contract Price as follows:

- the 1st installment of 10% of the Contract Price the Buyer shall pay within 20 days after the date of this Contract, but not before receipt of a refund guarantee provided by the Seller in the aggregate amount of advance payments payable by the Buyer hereunder, in form and substance as per Annex "B" to this Contract, and issued by a bank or insurance company acceptable to the Buyer and not before receipt of a performance guarantee in amount of 20% of contract price in form and substance per Annex „C" and issued by a bank or insurance company acceptable to the Buyer.
- the 2nd installment of 10% of the Contract Price the Buyer shall pay within 20 days after the delivery of the Necessary Documentation according to Article 2.1 of this Contract, but not before receipt of a refund guarantee provided by the Seller in the aggregate amount of advance payments payable by the Buyer hereunder, in form and substance as per Annex "B" to this Contract, and issued by a bank or insurance company acceptable to the Buyer
- the 3rd installment of 40% of the Contract Price the Buyer shall pay 60 days before the delivery of the Parcel 1. (AHUs, Chillers, SCU ECR, Hot and chilled water, Pumps, All humidifiers, All fans, Duct heaters, fire dampers, Sound attenuators, Smoke dampers, Hand dampers, Volume control dampers, Supply grills) according to Article 5.2 of this Contract, but not before receipt of a refund guarantee provided by the Seller in the aggregate amount of advance payments payable by the Buyer hereunder, in form and substance as per Annex "B" to this Contract, and issued by a bank or insurance company acceptable to the Buyer;
- the 4th installment of 30% of the Contract Price the Buyer shall pay 60 days before the delivery of the Parcel 2. (FCUs, All electric control panels, Exhaust valves, Split units, All kinds of AHU and FCU valves), according to Article 5.2 of this Contract, but not before receipt of a refund guarantee provided by the Seller in the aggregate amount of advance payments payable by the Buyer hereunder, in form and substance as per Annex "B" to this Contract, and issued by a bank or insurance company acceptable to the Buyer;
- the 5th installment of 10% of the Contract Price the Buyer shall pay after the Equipment has been put into function and upon commissioning of the Equipment has been done successfully, but not before receipt of the Warranty Guarantee pursuant to Article 10.3.1 of this Contract, in form and substance as per Annex "D".

- 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.

9.2 All payments under this **Contract** made by the **Buyer** to the **Seller** or by the **Seller** to the **Buyer** will be made in **EURO**.

10 SECURITIES

10.1 Refund Guarantee

10.1.1 As a security for refund of the **Advance Payment**, the **Seller** will in favor of the **Buyer** issue an unconditional and irrevocable bank or insurance company guarantee payable on first written demand of the **Buyer** without cavil or argument issued by the bank or insurance company acceptable to the **Buyer** in form and substance as per Annex "B" to this **Contract** (hereinafter the **Refund Guarantee**) in the full amount of the **Advance Payment** plus interest thereon at the rate of 4,8% (four point eight 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 5.2 of this **Contract**.

10.1.2 The **Buyer** is entitled to activate the **Refund Guarantee** in case

- a) The **Seller** breaches any of its obligations under this **Contract**, especially with regard to the scope of supply and timely delivery (related to both documentation or equipment) described in this **Contract**;
- b) The **Contract** is terminated due to **Seller's** fault or by the **Seller** himself and 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 in such event 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**.

10.2 Performance Guarantee

10.2.1 As a security for compliance with its obligations pursuant to the terms and conditions of this Contract, the Seller will in favor of the Buyer issue an unconditional and irrevocable bank or insurance company guarantee payable on first written demand of the Buyer without cavil or argument issued by the bank or insurance company acceptable to the Buyer in form and substance as per Annex C (hereinafter Performance Guarantee) and issued by a bank or insurance company 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 – Site Acceptance Test).

10.2.2 The Seller shall extend or renew the validity of the Performance Guarantee in case the sea trial (SAT– Site Acceptance Test) is performed within 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.

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

10.3 Warranty Guarantee

10.3.1 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 or insurance company 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 Annex D (hereinafter Warranty Guarantee). Warranty guarantee shall be submitted to the Buyer in accordance with the Article 9.1 of this Contract and will be issued for the amount equivalent to 20% (twenty percent) of the Contract Price.

10.3.2 In the event warranty period is extended in accordance with Article 11.8 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.

10.3.3 If the Seller fails to meet its guarantee obligations as described under Article 11 of this Contract, the Buyer is entitled to activate the Letter of Guarantee.

11 WARRANTY FOR THE EQUIPMENT

- 11.1** 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).
- 11.2** 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.
- 11.3** 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.
- 11.4** The warranty period shall be 12 calendar months from the date of delivery of the Hull on which the Equipment has been installed in part or as a whole, but not more than thirty six (36) months from the date of delivery of the Equipment in its entirety (therefore, after the last parcel has been delivered) but for each parcel not more than thirty six (36) months from the date of delivery of that parcel of the Equipment according to the Article 5.2. of the Contract (the "Warranty Period").
- 11.5** 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 shortest reasonable time period which will be mutually agreed by the parties, 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. The Seller warrants to respond with information on necessary time to provide required services (repair or replace Equipment) within 2 (two) days after the first request of the Buyer.
- 11.6** The Buyer or its representative will inform the Seller in writing within 15 (fifteen) working days after discovery of any defect in the Equipment that need to be repaired or replaced and will describe the same.
- 11.7** 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 reasonable cost necessary to replace or repair non-conforming Equipment carried out by the Buyer with or without assistance of third-parties.

- 11.8** 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

12 TERMINATION OF THE CONTRACT

In case the contract for building this subject Hull is canceled the Buyer will reserve its right to terminate the Contract, by its unilateral statement/notice of termination of the Contract. The Buyer shall deliver its statement/notice of termination of the Contract to the Seller in written form by post or by e-mail.

13 CONTRACTUAL PENALTY

- 13.1** 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.

13.1.1 If the **Seller** does not deliver the **Equipment** and/or documentation and/or Necessary documentation on delivery dates set out in this **Contract** the **Seller** will pay to the **Buyer** contractual penalty in the amount equivalent to 0.4 % (zero point four) of the **Contract Price** for each started day of such delay, up to a maximum of 7,5% of the **Contract Price** started from the first day of such a delay.

- 13.2** In case that delay in delivery of the **Necessary Documentation** and/or documentation attributable to **Seller** will be more than 30 (thirty) days after the delivery dates defined in Article 2. of this **Contract** the **Buyer** will have right to terminate this **Contract**.

- 13.3** In case that delay in delivery of the **Equipment** attributable to **Seller** 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**.

- 13.4** 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**.

- 13.5** 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 14 of this **Contract**.

- 13.6 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.

14 FORCE MAJEURE

- 14.1 Pursuant to the applicable law, 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.
- 14.2 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.
- 14.3 In the event that the period of force majeure exceeds 3 (three) months, the Buyer shall have the right to terminate this Contract.

15 GOVERNING LAW AND JURISDICTIONS

- 15.1 The Parties agree that all disputes arising in relation to this Contract shall be resolved amicably. Should the parties not have settled the dispute within 60 days article 15.2 should apply.
- 15.2 The Parties agree that all disputes arising from this Contract, including disputes which refer to questions of their valid creation and/or breach and/or termination, as well as legal effects which arise from it, shall be finally resolved in accordance with Swiss law in an adequate procedure before a subject-matter competent Commercial Court at Zurich, Switzerland.

16 MODIFICATION AND ASSIGNMENT OF THE CONTRACT

- 16.1 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.

17 SALVATORY CLAUSE

- 17.1** 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.
- 17.2** 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.

18 INSTALLATION AND COMMISSIONING OF THE EQUIPMENT

- 18.1** 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 vessels 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 engineers as follows:

Commissioning HVAC accommodation

- 45 man days divided in 3 shifts of 2 engineers

Commissioning Chillers

- 8 man days in 1 shift of 1 engineer

Engineer for sea trial

- 6 man days in 1 shift of 1 engineer

Tropical commissioning

- 10 man days in 1 shift of 1 engineer

- 18.2** 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.
- 18.3** 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; max. 1-2days training.
- 18.4** Labor 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.

18.5 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.

18.6 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 900.

18.7 Upon completion of the **Seller's** service engineer's work the **Parties** shall execute the minutes thereof signed by their representatives.

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

19.1 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.

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

19.3 The **Seller** takes note that the **Buyer** is the author of all projects, calculations and technical details related to the specified type of vessel.

19.4 The **Seller** 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 18 of this **Contract** as and when required by the **Buyer** at any time during the period of 20 (twenty) years hereafter.

19.5 The **Seller** undertakes to sell all above mentioned spare parts to the **Buyer** for a price 30% (thirty percent) less than the market price of the **Seller's** spare part at the time of order. Service rates are not subject to any form of discount and shall be charged at the **Seller's** service field rates applicable at the time of order.

19.6 The **Seller** reserves its right to offer and sell spare parts directly to the third parties if receives such inquiry.

20 LIMITATION OF LIABILITY

20.1 **Seller** shall only be liable for any direct damage caused by **Seller**. The total liability of **Seller** is limited to a maximum of 20% 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 13.1.1 and insofar as the damages are caused by gross negligence or intentional act by the **Seller**.

21 GENERAL

21.1 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**.

21.2 This **Contract** contains the entire agreement between the **Parties** hereto.

22 ENTERING INTO FORCE

22.1 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**.

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

23. DATA PRIVACY

23.1 Both parties will comply with applicable data privacy laws as pertaining to Personal Information processed in connection with activity under this Agreement. The parties will take all reasonable commercial and legal steps to protect Personal Information against undue disclosure.

24 EXPORT CONTROL

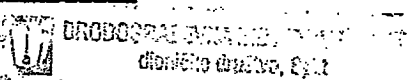
24.1 Buyer undertakes to comply strictly with all export control regulations, where applicable.

25 NUMBER OF ORIGINALS OF THIS CONTRACT

25.1. 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 Develjak



Title: President of the Management Board

Date: 01.04.2020

SELLER:

By: Diederik van Steenis

Harold Kwakernaak

Title: Managing Director

Manager Operations

Date: 23-03-2020

23-03-2020

Enclosure:

Annex A- Specification of the Equipment

Annex B- Refund Guarantee

Annex C- Performance Guarantee

Annex D- Letter of Guarantee

Annex E- Material declaration – IHM Statement of Compliance

Annex F- Necessary Documentation

Opis	Valuta ili Datum uplate	IZNOS	PERIOD		Broj dana	Kamatna stopa	Koefficient	IZNOS KAMATE
			Glavnica	Datum od Datum do				
	18/12/20	215,00	215,00	18/12/20 01/01/21	14	7,89		0,65
			215,00	01/01/21 01/07/21	181	7,75		8,26
			215,00	01/07/21 01/01/22	184	7,61		8,25
			215,00	01/01/22 20/06/22	170	7,49		7,50

UKUPNO

24,66

Islovni partner: 12027 ODVJETNIK NIKOLA SABLIJAR
Opse: Godišnje

Opis	Valuta ili Datum uplate	IZNOS	P E R I O D		Broj dana	Kamatna stopa		Koefficient	IZNOS KAMATE
			Glavnica	Datum od Datum do					
	25/02/21	7.400,00	7.400,00	25/02/21 01/07/21	126	7,75			197,98
			7.400,00	01/07/21 01/01/22	184	7,61			283,88
			7.400,00	01/01/22 30/06/22	180	7,49			273,33

UKUPNO 755,19

Opis	Valuta ili Datum uplate	IZNOS	PERIOD		Broj dana	Kamatna stopa		Koeficijent	IZNOS KAMATE
			Glavnica	Datum od Datum do					
	16/05/21	1.126,00	1.126,00	16/05/21 01/07/21	46	7,75			11,00
			1.126,00	01/07/21 01/01/22	184	7,61			43,20
			1.126,00	01/01/22 20/06/22	170	7,49			39,28

UKUPNO 93,48

Islovni partner: 12027 ODVJETNIK NIKOLA SABLJAR
Opse: Godišnje

) p i s	Valuta ili	IZNOS	P E R I O D		Broj dana	Kamatna stopa		Koeficijent	KAM/ATE
	Datum uplate		Glavnica	Datum od Datum do					
	30/05/21	102.311,52	102.311,52	30/05/21 01/07/21	32	7,75			695,16
			102.311,52	01/07/21 01/01/22	184	7,61			3.924,95
			102.311,52	01/01/22 20/06/22	170	7,49			3.569,13

UKUPNO 8.189,24

slavni partner: 12027 ODVJETNIK NIKOLA SABLJAR
ope: Godišnje

) p i s	Valuta ili	IZNOS	P E R I O D		Broj dana	Kamatna stopa		Koeficijent	IZNOS KAMATE
	Datum update		Glavnica	Datum od Datum do					
	12/09/20	81.500,00	81.500,00	12/09/20 01/01/21	111	7,89			1.950,19
			81.500,00	01/01/21 01/07/21	181	7,75			3.132,17
			81.500,00	01/07/21 01/01/22	184	7,61			3.126,56
			81.500,00	01/01/22 20/06/22	170	7,49			2.843,12

UKUPNO 11.052,04

Opis	Valuta ili Datum uplate	IZNOS	PERIOD		Broj dana	Kamatna stopa		Koeffcijent	IZNOS KAMATE
			Glavnica	Datum od Datum do					
	11/10/20	22.500,00	22.500,00	11/10/20	01/01/21	82	7,89		397,73
			22.500,00	01/01/21	01/07/21	181	7,75		864,71
			22.500,00	01/07/21	01/01/22	184	7,61		863,16
			22.500,00	01/01/22	20/06/22	170	7,49		784,91

UKUPNO

2.910,51

Islovni partner: 12027 ODVJETNIK NIKOLA SABLJAR
Ope: Godišnje

Opis	Valuta ili Datum uplate	IZNOS	PERIOD		Broj dana	Kamatna stopa	Koeficijent	IZNOS KAMATE
			Glavnica	Datum od Datum do				
	03/12/20	1.390,00	1.390,00	03/12/20 01/01/21	29	7,89		8,69
			1.390,00	01/01/21 01/07/21	181	7,75		53,42
			1.390,00	01/07/21 01/01/22	184	7,61		53,32
			1.390,00	01/01/22 20/06/22	170	7,49		48,49

UKUPNO 163,92

) p i s	Valuta ili	IZNOS	Glavnica	P E R I O D		Broj dana	Kamatna stopa	Koeficijent	IZNOS KAMATE
	Datum update			Datum od	Datum do				
	21/01/21	244.500,00	244.500,00	21/01/21	17/05/21	116	7,75		6.022,07
	17/05/21	-3.148,62	241.351,38	17/05/21	24/05/21	7	7,75		358,72
	24/05/21	-9.781,22	231.570,16	24/05/21	02/06/21	9	7,75		442,52
	02/06/21	-3.242,47	228.327,69	02/06/21	01/07/21	29	7,75		1.405,94
			228.327,69	01/07/21	01/01/22	184	7,61		8.759,28
			228.327,69	01/01/22	20/06/22	170	7,49		7.965,20

UKUPNO 24.953,73

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NIKOLA SABLJAR
Rijeka, Uli. Agatićeva 6/A
tel. 211 667 fax 317 220

Poštarina plaćena
Hrvatskoj pošti



52/410

REGIONALNI CENTAR ZA
Neposredno, potpisi i obilježja - preporučeno

Primljeno 24-03-2002

Broj prijave _____ potpis _____

FINANCIJSKA AGENCIJA
REGIONALNI CENTAR SPLIT
MAŽURANIĆEVO ŠETALIŠTE 24B

21 000 SPLIT

HRVATSKA



ZA PREDSTEAJANI POSTUPAK

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BLASSETTI

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LATO APRILO PER
L'ISPEZIONE POSTALE