

23-06-2025

FINANCIJSKA AGENCIJA

OIB: 85821130368

Ulica grada Vukovara 70, 10 000 Zagreb

(adresa nadležne jedinice)

PREDSTEĆAJNE NAGODBE  
PRIMANJE I OTPREMA POŠTE  
KLASA:  
UR. BROJ:

Nadležni trgovачki sud Zagreb

Poslovni broj spisa St-1035/2025

**PRIJAVA TRAŽBINE VJEROVNIKA U PREDSTEĆAJNOM POSTUPKU**

**PODACI O VJEROVNIKU:**

Ime i prezime / tvrtka ili naziv

Carrier Transicold LTD

OIB

Adresa / sjedište

Waalhaven O.z. 85, 3087BM Rotterdam

**PODACI O DUŽNIKU:**

Ime i prezime / tvrtka ili naziv

BRODOGRAĐEVNA INDUSTRIJA SPLIT, dioničko društvo

OIB 18556905592

Adresa / sjedište

Zagreb (Grad Zagreb), Ulica Velimira Škorpika 11

**PODACI O TRAŽBINI:**

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

Ugovor Q-23000 od dana 17.4.2018. i Ugovor broj OW-23322 od 5.2.2020. s pripadajućom dokumentacijom

Iznos dospjele tražbine 803.597,40 EUR (euro) (računi, izvod otvorenih stavka)

Glavnica 678.652,15 EUR (euro)

Kamate 124.945,25 EUR (euro)

Iznos tražbine koja dospijeva nakon otvaranja predstećajnog postupka

/ (euro)

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

1. Dospjeli neplaćeni računi za iznos tražbine od 725.616,60 EUR\*

Vjerovnik raspolaže ovršnom ispravom DA  NE  za iznos / (euro)

\* 2. Tražbina na temelju izvršenih radova prema ponudi Design Rev 6.3 u vezi ugovora NB485 br. 17MARSVS091u iznosu od 23.710,80 EUR

3. Izvod otvorenih stavaka za troškove skladištenja iz ugovora OW-23322 od 5.2.2020. za iznos tražbine od 54.270,00 EUR.

Naziv ovršne isprave

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**PODACI O RAZLUČNOM PRAVU:**

Pravna osnova razlučnog prava

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Dio imovine na koji se odnosi razlučno pravo

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Iznos tražbine \_\_\_\_\_ (euro)

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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

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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

17.06.2025.

Potpis vjerovnika

**ODVJETNIK  
MIROSLAV PLASČAR  
Zagreb, Savska cesta 32**

**Žurić i Partneri**  
advjetničko društvo  
ZAGREB - Savska cesta 32

**PUNOMOĆ**  
(„Punomoć“)

Ovime mi, **Carrier Transicold LTD**, sa sjedištem u Nizozemskoj, Waalhaven O.z. 85, 3087BM Rotterdam, zastupano po ovlaštenom zastupniku **Diederik van Steenis**

ovlašćujemo i opunomoćujemo sljedeće odvjetnike iz

**Žurić i Partneri,  
odvjetničko društvo d.o.o.**

sa sjedištem u Zagrebu, Savska cesta 32 i to:

Duško Žurić, Miroslav Plaščar, Edin Karakaš, Mihovil Granić, Andrijana Kaštelan, Marija Vuchetich, Vedran Kopilović, Andrej Skljarov, Franciska Fadljević, Tena Pajalić, Matea Sekur, Zrinka Ivanković Šperanda, Hrvoje Klišanić, Kristina Marinov, Jakov Hadžija i Sven Plaščar

(u dalnjem tekstu „*Punomoćnik*“)

da nas zastupaju, svaki zasebno

I. u predstečajnom postupku pred Trgovačkim sudom u Zagrebu, koji se vodi pod brojem St-1035/2025

otvorenim nad subjektom

- **BRODOGRAĐEVNA INDUSTRIJA SPLIT, dioničko društvo**, Zagreb (Grad Zagreb) Ulica Velimira Škorpika 11, OIB: 18556905592

II. u upravnom postupku pred Republikom Hrvatskom, Ministarstvom finacija, Poreznom upravom i drugim državnim tijelima radi dodjeljivanja našeg osobnog identifikacijskog broja (OIB) i potvrde o OIB-u.

**POWER OF ATTORNEY**  
(“PoA”)

Hereby we **Carrier Transicold LTD**, with registered office The Netherladns, Waalhaven O.z. 85, 3087BM Rotterdam, represented by authorized representative **Diederik van Steenis**,

appoint and authorise the attorneys-at-law of

**Law Firm  
Žurić i Partneri d.o.o.**

with the registered office in Zagreb, Savska cesta 32, namely:

Duško Žurić, Miroslav Plaščar, Edin Karakaš, Mihovil Granić, Andrijana Kaštelan, Marija Vuchetich, Vedran Kopilović, Andrej Skljarov, Franciska Fadljević, Tena Pajalić, Matea Sekur, Zrinka Ivanković Šperanda, Hrvoje Klišanić, Kristina Marinov, Jakov Hadžija and Sven Plaščar

(hereinafter referred to as “*the Attorney*”)

each individually and separately, to represent us and act in our name in

I. pre-bankruptcy proceedings before the Commercial Court in Zagreb, under number St-1035/2025

against

- **BRODOGRAĐEVNA INDUSTRIJA SPLIT, joint stock company**, Zagreb (City of Zagreb) Ulica Velimira Škorpika 11, PIN: 18556905592

II. the administrative proceedings before the Republic of Croatia, Ministry of Finance, Tax Administration and other state bodies for issuance of our personal identification number (OIB) and of the relevant certificate and

Ovlašćujemo naprijed imenovane punomoćnike na primanje svih pismena u navedenim postupcima.

We authorise the abovementioned attorney to receive all writings related to the stated proceedings.

Također ovlašćujemo naprijed imenovane punomoćnike da poduzmu sve pravne radnje, potpišu bilo kakve isprave i poduzmu druge radnje koje ocijene potrebnim radi ostvarivanja gore navedenih ovlasti da ostvaruju njihove učinke.

We also authorise the abovementioned attorneys to perform any legal acts, sign any documents and undertake any actions which they deem necessary in relation to the aforesaid powers conferred and to effect purposes thereof.

Također ovlašćujemo imenovane punomoćnike da nas zastupaju pred Financijskom agencijom i drugim državnim tijelima u slučaju potrebe ostvarenja navedenih ovlasti.

We also authorize the appointed attorneys to represent us before the Financial Agency and other state authorities, if necessary for the exercise of the aforementioned powers

U slučaju spriječenosti imenovanih odvjetnika pristajemo da ih zamjeni bilo koji od slijedećih odvjetničkih vježbenika iz odvjetničkog društva Žurić I Partneri:

In case of absence of the above mentioned attorneys, we give full power of substitution to any of the following trainee lawyers of the Law firm Žurić i Partneri:

Zdeslav Dalić, Anamarija Jukić, Lovro Križan i Dora Dabac.

Zdeslav Dalić, Anamarija Jukić, Lovro Križan and Dora Dabac.

Za slučaj spora o nagradi pristajemo na nadležnost suda u Zagrebu.

In case of dispute regarding legal fees, we accept the jurisdiction of the court in Zagreb.

U / in \_\_\_\_\_, dana / on 17 lipnja / June 2025

**Carrier Transicold LTD,**  
zastupano po / represented by:



Diederik van Steenis



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

# Zagrebačka banka

UniCredit Group

10000 Zagreb, Trg bana Josipa Jelačića 10

MB: 3234495

IBAN: HR8823600001000000013

**IZNOS:**

**66,36 EUR**

**PLATITELJ:**

IBAN platitelja:

**HR3323600003241201911**

Iznos kreditnog transfera u valuti računa platitelja: 66,36 EUR

Model i poziv na broj platitelja:

**HR99**

**STVARNI DUŽNIK:**

Ime i prezime:

**Carrier Transicold LTD**

**PRIMATELJ:**

IBAN primatelja:

**HR1210010051863000160**

Iznos koji se šalje primatelju plaćanja: 66,36 EUR

Adresa:

**KATANČIĆEVA  
ZAGREB**

Opis plaćanja:

**Pristojbe za prijavu tražbine u predstečajnom postupku - St-1035/2025,  
TS Zagreb, za vjerovnika Carrier Transicold LTD**

Model i poziv na broj primatelja:

**HR64 5045-20735-72097843176**

**PODACI O PLAĆANJU:**

Referencija: **E160251680104945**

Ime i adresa platitelja:

**JAKOV HADŽIJA**

**ULICA GRADA GUALDA TADINA 18**

**10000 ZAGREB, GRAD ZAGREB**

Naziv / ime primatelja:

**DRŽAVNI PRORAČUN REPUBLIKE HRVATSKE**

Naziv banke primatelja: **HRVATSKA NARODNA BANKA**

SWIFT: **NBHRHR2XXXX**

Datum plaćanja:

**18.06.2025.**

Datum i vrijeme zaprimanja:

**17.06.2025. u 19:10:46**

Status naloga:

**Nalog je zaprimljen.**

**17.06.2025. u 19:10:46**

Kanal zaprimanja: **e-zaba**

**NAKNADE:**

Naknada za zadavanje naloga: 0,00 EUR

## Business Register extract

### Netherlands Chamber of Commerce

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CCI number 24137858

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Page 1 (of 3)

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**Legal entity**

RSIN	005140754
Legal form	Foreign Legal Entity: Delaware Corporation (United States of America)
Legal Entity Name	Carrier Transicold Ltd.
Corporate seat	Wilmington
Visiting address	1 Carrier Place, Farmington, CT 06032, United States of America
Registered in	Secretary of State Wilmington, United States of America under number 0862319
Issued capital	USD 1.000,00

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**Company**

Trade name	Carrier Transicold Ltd.
Company start date	01-01-1980
Activities	SBI-code: 46692 - Wholesale of heating and cooling equipment
Employees	30

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**Establishment**

Establishment number	000007268459
Trade name	Carrier Transicold Ltd.
Visiting address	Waalhaven O.z. 85, 3087BM Rotterdam
Fax number	+31102380101
Date of incorporation	01-01-1980
Activities	SBI-code: 46692 - Wholesale of heating and cooling equipment For further information on activities, see Dutch extract.
Employees	30

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**Board members**

Name	Kashyap, Vineet
Date of birth	17-12-1975
Date of entry into office	01-05-2023 (registration date: 15-06-2023)
Powers	Jointly authorised (in accordance with foreign law)
Name	Pych, Michael
Date of birth	17-09-1969
Date of entry into office	19-10-2023 (registration date: 13-12-2023)
Powers	Jointly authorised (in accordance with foreign law)

## Business Register extract

### Netherlands Chamber of Commerce

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CCI number 24137858

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Page 2 (of 3)

Name	Wallen, Jeanine Howard
Date of birth	31-10-1984
Date of entry into office	08-03-2024 (registration date: 17-04-2024)
Title	Treasurer & Controller
Powers	Jointly authorised (in accordance with foreign law)

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#### Authorised representatives

Name	van Steenis, Diederik
Date of birth	20-01-1968
Date of entry into office	29-03-2023 (registration date: 12-04-2023)
Title	Branch Manager
Contents of power of attorney	Limited power of attorney. Consult file for restrictions.

Name	Kwakernaak, Harold Richard
Date of birth	30-07-1967
Date of entry into office	29-03-2023 (registration date: 12-04-2023)
Title	Manager Operations
Contents of power of attorney	Limited power of attorney. Consult file for restrictions.

Name	Quak, Sharmain Felicia
Date of birth	16-01-1994
Date of entry into office	29-03-2023 (registration date: 12-04-2023)
Title	Operations & Logistics Manager
Contents of power of attorney	Limited power of attorney. Consult file for restrictions.

Name	Schepens, Marinus Henricus
Date of birth	12-06-1981
Date of entry into office	29-03-2023 (registration date: 12-04-2023)
Title	Sales Manager
Contents of power of attorney	Limited power of attorney. Consult file for restrictions.

Name	Visser, Gerald Edwin Peter
Date of birth	07-06-1972
Date of entry into office	29-03-2023 (registration date: 12-04-2023)
Title	Finance Director

**WAARMERK**  
KAMER VAN KOOPHANDEL®

This extract has been certified with a digital signature and is an official proof of registration in the Business Register. You can check the integrity of this document and validate the signature in Adobe at the top of your screen. The Chamber of Commerce recommends that this document be viewed in digital form so that its integrity is safeguarded and the signature remains verifiable.

## Business Register extract

### Netherlands Chamber of Commerce

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CCI number 24137858

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**Page 3 (of 3)**

Contents of power of attorney. Limited power of attorney. Consult file for restrictions.

Name	Bretherton, Shaun Michael
Date of birth	02-06-1969
Date of entry into office	26-06-2024 (registration date: 21-08-2024)
Title	Director Aftermarket Sales And Service
Contents of power of attorney	Authorised for the following action(s): <ul style="list-style-type: none"><li>- Concluding purchase contracts</li><li>- Concluding sales contracts</li><li>- Concluding warranty contracts</li><li>- Concluding lease (rental) contracts</li><li>- Concluding financing contracts</li><li>- Concluding software licences</li><li>- Concluding maintenance contracts</li></ul>

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Extract was made on 20-09-2024 at 14.33 hours.

**BRODOSPLIT JSC**  
**Put Supavia 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 5<sup>th</sup> of February 2020 by and between

**BRODOSPLIT JSC,**  
a company organized and existing under the laws of Croatia,  
having its registered office at Put Supavlja 21, 21000 Split, Croatia,  
EU VAT identification number: 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 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**  
**Sieger 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 Supavlja 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 1<sup>st</sup> 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 2<sup>nd</sup> 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 3<sup>rd</sup> 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 4<sup>th</sup> 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 5<sup>th</sup> 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 vessel's purchaser and submission of the Equipment to the Classification Society for their approval, the Seller will put at the disposal of the Buyer, free of charge, their first class service 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. 1-2 days 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 Debeljak

TV DRODOGRAD SPLIT, LTD.

di dudu dudu, Split

Title: President of the Management Board

Date: 01.04.2020

**SELLER:**

By: Diederik van Steenis

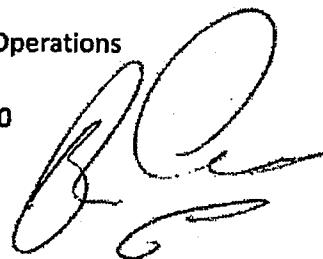
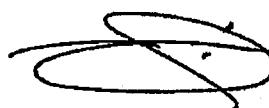
Harold Kwakernaak

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

**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 17<sup>th</sup> day of April 2018, by and between

**BRODOGRAĐEVNA INDUSTRIZA SPLIT, dioničko društvo,**  
a company organized and existing under the laws of Croatia,  
having its registered office at Put Supavlja 21, 21000 Split, Croatia,  
EU VAT identification number: 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(2xfan coils, 2xsupply diffusors, 2x exhaust diffusors)  
(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.

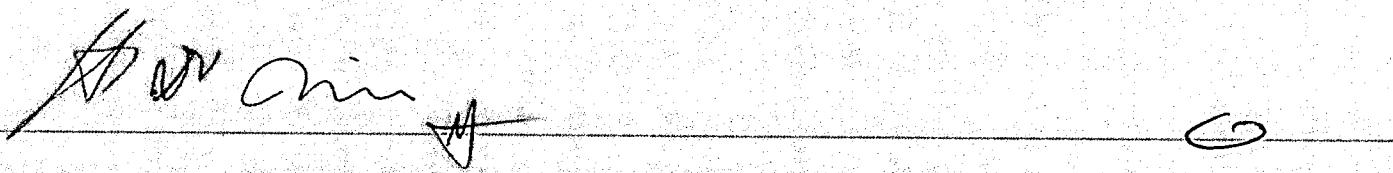
**1.6** Equipment has to be made according to the rules of the Classification Society DNV GL, COMF(C2)(V2)Pax, (C3) (V3) Crew)instructions and guidelines of USCG, USPH and SOLAS and MED regulations.

## **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

A handwritten signature in black ink, appearing to read "Karl Amm", is written over a horizontal line. To the right of the signature, there is a small, handwritten mark or initial "G".

- 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 diffusors, 2x exhaust diffusors)

2. **PARCEL 15.03.2019- DAP Brodospltd.d.**  
(Chiller units, freon recovery unit, fire& smoke dampers, fans, sound attenuators, ECR equipment)
3. **PARCEL : 05.07.2019- DAP Brodospltd.d.**  
(AHU units for MFZ 1)
4. **PARCEL: 09.08.2019- DAP Brodospltd.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 1<sup>st</sup> 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 2<sup>nd</sup> 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 3<sup>rd</sup> 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 4<sup>th</sup> 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 5<sup>th</sup> 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 6<sup>th</sup> 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).

*H. W. Ains* *G*

**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.

### **10.3 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 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 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 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 3shifts 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**

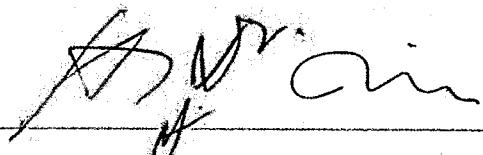
- 20.1 Seller shall only be liable for any direct damage caused by Seller. The total liability of Seller is limited to a maximum of 20% contract value. Seller's liability for indirect and/or consequential damages, such as but not limited to lost profits, is excluded. The maximum amount shall not apply 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.

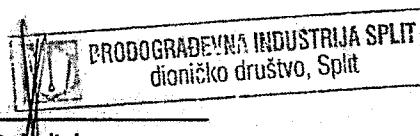
### **24 EXPORT CONTROL**

**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:

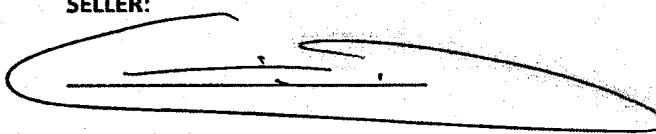


By: Tomislav Daneljak

Title: President of the Management Board

Date: 27.06.2018

SELLER:



By: Diederik van Steenis

Title: Managing Director

Date: 14-5-2018

**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**

**Exhibit A**

**SPECIFICATION OF THE EQUIPMENT**

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[PLEASE INSERT LETTERHEAD OF THE BANK]

**REFUND GUARANTEE**  
(hereinafter the **Guarantee**)

| **TO: BRODOSPLIT d.d., Put Supavlja 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]

**PERFORMANCE GUARANTEE**  
(hereinafter the Guarantee)

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

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

**Exhibit D**

**[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

Exhibit E

**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
		Amount	Unit
			Product information

This materials information shows the amount of hazardous materials contained in 1 \_\_\_\_\_ (unit: piece, kg, m, m<sup>2</sup>, etc) of the product

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

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

Table (materials listed in Appendix 2 of the Convention)	Material name	Threshold level	Intentionally added above threshold level?	Yes / No			If yes, information on where it is used
				If yes, substance mass	If yes, substance unit	If yes, information on where it is used	
	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					
	Polychloronaphthalenes (Cl>=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:	_____

<hr/> <hr/>																													
<p>4) The object(s) of the declaration described above is in conformity with the following documents:</p> <table border="0"> <tr> <td>Document No.:</td> <td>Title:</td> <td>Edition/date of issue:</td> </tr> <tr> <td>5) _____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>6) Additional information:</td> <td colspan="2">_____</td> </tr> <tr> <td colspan="3"> <p>Signed for and on behalf of:</p> <hr/> <hr/> <hr/> </td> </tr> <tr> <td colspan="3"> <p>(Place and date of issue)</p> </td> </tr> <tr> <td>7) _____</td> <td colspan="2"> <hr/> <hr/> </td> </tr> <tr> <td colspan="2">(Name, function)</td> <td>(Signature)</td> </tr> </table>			Document No.:	Title:	Edition/date of issue:	5) _____	_____	_____	_____	_____	_____	_____	_____	_____	6) Additional information:	_____		<p>Signed for and on behalf of:</p> <hr/> <hr/> <hr/>			<p>(Place and date of issue)</p>			7) _____	<hr/> <hr/>		(Name, function)		(Signature)
Document No.:	Title:	Edition/date of issue:																											
5) _____	_____	_____																											
_____	_____	_____																											
_____	_____	_____																											
6) Additional information:	_____																												
<p>Signed for and on behalf of:</p> <hr/> <hr/> <hr/>																													
<p>(Place and date of issue)</p>																													
7) _____	<hr/> <hr/>																												
(Name, function)		(Signature)																											

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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
<b>Payment</b> 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
-----------------------	--------------	----------------------

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



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
<b>Payment</b> 30 DAYS		
<b>Reference</b> 23582 NOV.487		<b>Page : 1</b>

**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
-------------------------	--------------	------------------------

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

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

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	Costs			Total EUR
0.00	1126.00		0.00	1126.00

Delivery : Ex Works

Chamber of Commerce : 24137858  
VAT No. : NL005140754B01With 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 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 24/08/2021	Invoice # CINV5938/2
<b>Payment</b> 14 DAYS		
<b>Reference</b> NB487 - Q23000		<b>Page : 1</b>

<b>Invoice address</b> BRODOGRADEVNA INDUSTRIZA SPLIT, dionicko drustvo PUT SUPAVLA 21 21000 SPLIT CROATIA	<b>Delivery address</b> SAME AS INVOICE ADDRESS  CROATIA
--	---

**INVOICE** **Commercial**

Pos	Qty	Item	Price	Unit	Discount	Amount Euro
NB487						
10	1	SETTLEMENT AMOUNT	€ 159.862,00			€ 159.862,00

Our VAT# : NL005140754B01

Your VAT# : HR.18556905592

Goods Total 159.862,00	Cost 0,00	Total EURO 159.862,00
---------------------------	--------------	--------------------------

Delivery

Chamber of Commerce : 24137858  
VAT No. : NL005140754B01

When paying please state : CINV5938/02  
Deutsche Bank Nederland N.V.  
S.W.I.F.T. Address : DEUTNL2A  
EURO : NL85DEUT0265237599



*Carrier*

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	Total	EUR	102311.52
Costs	102311.52	Paid		
		Payable		102311.52

Payment Payment within 30 days Deutsche Bank Nederland  
N.V.

Please state with your payment 5938 55 51000039 SWIFT/BIC

code : DEUTNL2A

EURO ACCOUNT (Domestic

Chamber of Commerce : 137858

EURO ACCOUNT (International

Transfer) : 26.52.37.599

VAT No. : NL005140754B01

Transfers) : NL85DEUT0265237599



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

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

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

<b>Invoice address</b> BRODOSPLIT JSC PUT SUPAVLA 21 21000 SPLIT CROATIA	<b>Delivery address</b> 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

Our VAT# : NL005140754B01

Your VAT#: HR.18556905592

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

Delivery DAP

When paying please state : 50/PE120820

When paying please state: for  
**Deutsche Bank Nederland N.V.**

Chamber of Commerce  
VAT No.



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

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

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

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

**INVOICE**      **Commercial**

Pos	Qty	Item	Price	Unit	Discount	Amount Euro
		NB485				

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

When paying please state : 50/PE10092020-2

When paying please state: **001**  
**Deutsche Bank Nederland N.V.**

Deutsche Bank Nederland N.V.  
SWIFT Address: DEUTNL2A

EURO : NL85DEUT0265237599



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
<b>Payment</b> 30 DAYS		
<b>Reference</b> OW-23322 adder		<b>Page :</b> 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	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

**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			Delivery address	
BRODOSPLIT JSC PUT SUPAVLA 21 HR 21000 SPLIT CROATIA			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
-----	-----	------	------	-------	------	----------	--------

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 0.00	Costs 244500.00				Total EUR 244500.00
---------------------	--------------------	--	--	--	------------------------

Delivery : Delivery At Place

With payment please quote : 50/50001379  
Deutsche Bank Nederland N.V.Chamber of Commerce : 24137858  
VAT No. : NL005140754B01SWIFT/BIC code : DEUTNL2A  
EURO Account (Domestic Transfers) : 26.52.37.599  
EURO Account (International Transfers) : NL85DEUT0265237599

Carry forward:

0.00



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
<b>Payment WITH 3RD INSTALMENT</b>		
Reference OW-23322 ANNEX 2	Page : 1	

<b>Invoice address</b> BRODOSPLIT JSC PUT SUPAVLA 21 21000 SPLIT CROATIA	<b>Delivery address</b> 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  
VAT No.

: 24137858  
: NL005140754B01

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



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](http://www.carrier.com/marine-offshore)

Date: 26 March 2021

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

FAO: Mr. Frane Matulić

Your reference no. NB485 - Janssonius  
Our reference number 17MARSVS091 REV 0 – Additional equipment - Design Rev6.3

Dear Mr. Matulić,

We hereby would like to present you our additional equipment scope of supply for project NB485.  
We trust that the enclosed proposal will meet with your requirements and we look forward to hear from you.  
Should you require any further information, please do not hesitate to contact us.

Kind Regards,

**Carrier Transicold.**

*On behalf of*

Diederik van Steenis  
Managing Director

Siegert van Schaik  
Key Account Manager



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](http://www.carrier.com/marine-offshore)

### General description

#### NB485 Additional equipment - Design Rev6.3

In the overview below you will find the additional required equipment according to the design changes between Rev3.2 and Rev6.3.

### Additional equipment

PC.	TAG	DESCRIPTION
2	GG10-R	Stainless steel exhaust grill
2	GG16-R	Stainless steel exhaust grill
1	GG20-R	Stainless steel exhaust grill
1	GG10	Stainless steel supply grill
3	GG16	Stainless steel supply grill
1	400x150 Fancoil supply grill	Fancoil supply grill
4	500x200 Fancoil supply grill	Fancoil supply grill
1	400x100 Fancoil exhaust grill	Fancoil exhaust grill
4	500x150 Fancoil exhaust grill	Fancoil exhaust grill
2	Fire damper 300x250-EL230-ST-CS-72-2C <i>(without actuator and control boxes)</i>	Fire dampers
1	Fire damper D125-EL230-ST-CS-72-2C	Fire dampers
1	Smoke damper d80	Smoke dampers
1	Silencer SA-E2601 – 700x300mm L=1000	Silencers

### Additional engineering hours

Hours spent	Description
16	Adding regulating dampers on branches to improve air regulation.
6	Removing regulating dampers on branches to improve air regulation.
1	Checking information for closing appliances.
1	Moving split system outdoor units to the fan room 802.
4	In room 524 Observation lounge exhaust diffusers changed to exhaust slots
2	Added exhaust connections to the laundry store, added fire dampers
2	Increased exhaust air from roller ironers. Checking fan, updating drawings.
2	In room 374 Stairs diffusers changed to exhaust slots.
4	In room 425 Dining exhaust diffusers changed to exhaust slots.
4	In room 510 observation room exhaust diffusers changed to exhaust slots.
26	Room functionality check.
6	AC11 and AC12 moved to new place.
2	E12A outlet moved from SBS to PS
4	Changing diffuser to stainless steel in pantry and scullery
24	Adding plenum boxes to drawing package rev 6.3

**Total 104 hrs**



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](http://www.carrier.com/marine-offshore)

**Cost indication 2-way valves not factory fitted on 48 FCU's Rev6.2**

Price differences overview:

-96x FCU 2-way balancing valve w/ actuator + insulation kit (factory fitted)	-/- €	12.184,62
48x FCU 6-way valves w/ actuators + insulation kit (loose supply)	€	7.736,62
96x FCU 2-way balancing valves (loose supply)	€	6.472,62
1x Commercial gesture / balancing topic	-/- €	2.024,62
	€	<b>0,00</b>

**Summary NB485 Additional equipment - Design Rev6.3**

Extra material package	€	5.665,00
Extra engineering package	€	13.520,00
Estimated transport DAP Split	€	565,00

Price for delivery as described, subject to our terms and conditions

**Total NB485 Additional equipment - Design Rev6.3** **€ 19.750,00**



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](http://www.carrier.com/marine-offshore)

**Commercial conditions:**

Delivery	DAP Shipyard, Split Croatia
Terms	<b>GENERAL TERMS &amp; CONDITIONS OF SUPPLY OF CARRIER TRANSICOLD LTD - CARRIER MARINE &amp; OFFSHORE MSG-CON-20-01</b>
Shipment Date	As per main contract. The delivery time commences after receipt and acceptance by CTD of your written order, fulfilment of payment conditions and (if applicable) the receipt of drawings and/or specifications, approved by yourselves (and/or by approval institutions if applicable)
Warranty & Limitation	<b>GENERAL TERMS &amp; CONDITIONS OF SUPPLY OF CARRIER TRANSICOLD LTD - CARRIER MARINE &amp; OFFSHORE MSG-CON-20-01</b>
Prices	Nett in EURO's excl. of VAT Levies and other duties.
Validity of this offer	60 days
Payment terms	As per main contract.

"Any order/contract awarded on the basis of this proposal is subject to credit acceptance by Carrier Transicold Division, Carrier Corporation. In all other respects this proposal shall be subject to the terms and conditions outlined above and are in lieu of any terms that may appear on any order/contract issued. Carrier Transicold Division, Carrier Corporation reserves the right to revoke this offer at any time prior to the expiration of the 60 day validity period."



Location	Description	Length	width	height
RED-ZON 137	Condensate traps	1 pallet	50	50
RED-ZON 164	Filter for FKK filter box	1 pallet	80	50
RED-ZON 176	Fancoils	1 pallet	115	76
RED-ZON 176	Fancoils	1 pallet	135	76
RED-ZON 176	Fancoils	1 pallet	135	76
RED-ZON 176	Fancoils	1 pallet	115	76
RED-ZON 176	Fancoils	1 pallet	173	76
RED-ZON 176	Fancoils	1 pallet	173	76
RED-ZON 176	Fancoils	1 pallet	173	76
RED-ZON 176	Fancoils	1 pallet	173	76
RED-ZON 172	Fancoils	1 pallet	173	76
RED-ZON 172	Fancoils	1 pallet	114	76
RED-ZON 172	Fancoils	1 pallet	114	76
RED-ZON 172	Fancoils	1 pallet	114	76
RED-ZON 172	Fancoils	1 pallet	60	80
RED-ZON 172	Fancoils	1 pallet	173	76
RED-ZON 172	Fancoils	1 pallet	135	76
RED-ZON 172	Fancoils	1 pallet	114	76
RED-ZON 172	Fancoils	1 pallet	114	76
RED-ZON 172	Fancoils	1 pallet	135	76
RED-ZON 172	Fancoils	1 pallet	114	76
RED-ZON 172	Fancoils	1 pallet	114	76
RED-ZON 172	Fancoils	1 pallet	135	76
RED-ZON 172	Fancoils	1 pallet	114	76
RED-ZON 172	Fancoils	1 pallet	173	76
RED-ZON 172	Fancoils	1 pallet	114	76
RED-ZON 172	Fancoils	1 pallet	114	76
RED-ZON 172	Fancoils	1 pallet	120	80
RED-ZON 172	Fancoils	1 pallet	114	76
RED-ZON 165	Thermostats	1 pallet	100	100
RED-ZON 161	Thermostats	1 pallet	50	50
RED-ZON 163 / 166	Flow control valves	1 pallet	100	100
RED-ZON 168	Flow control valves	1 pallet	100	100
RED-ZON 131	Split units	1 pallet	120	100
RED-ZON 131	Split units	1 pallet	120	100
RED-ZON 123	Flexible connection	1 pallet	50	50
RED-ZON 129	Flow control valves	1 pallet	50	50
RED-ZON 130	Flow control valves	1 pallet	50	50
INDI	Control panel AC01	1 pallet	60	60
INDI	Control panel AC02	1 pallet	60	60
INDI	Control panel AC03	1 pallet	80	60
INDI	Control panel AC04	1 pallet	80	60
INDI	Control panel AC05	1 pallet	60	60
INDI	Control panel AC06	1 pallet	80	60

Square meters	Date (inbound):	Date (outbound):	Total days:	Warehousing costs	Handling IN	Handling OUT
0,25	17/11/2020	01/04/2025	1596	€ 219,45	€ 150,00	€ 150,00
0,40	23/03/2021	01/04/2025	1470	€ 323,40	€ 150,00	€ 150,00
0,87	18/05/2021	01/04/2025	1414	€ 679,71	€ 150,00	€ 150,00
1,03	18/05/2021	01/04/2025	1414	€ 797,92		
1,03	18/05/2021	01/04/2025	1414	€ 797,92		
0,87	18/05/2021	01/04/2025	1414	€ 679,71		
1,31	18/05/2021	01/04/2025	1414	€ 1.022,52		
1,31	18/05/2021	01/04/2025	1414	€ 1.022,52		
1,31	18/05/2021	01/04/2025	1414	€ 1.022,52		
1,31	18/05/2021	01/04/2025	1414	€ 1.022,52		
1,31	29/04/2021	01/04/2025	1433	€ 1.036,26	€ 150,00	€ 150,00
0,87	29/04/2021	01/04/2025	1433	€ 682,85		
0,87	29/04/2021	01/04/2025	1433	€ 682,85		
0,87	29/04/2021	01/04/2025	1433	€ 682,85		
0,87	29/04/2021	01/04/2025	1433	€ 682,85		
1,03	29/04/2021	01/04/2025	1433	€ 808,64		
0,87	29/04/2021	01/04/2025	1433	€ 682,85		
0,48	29/04/2021	01/04/2025	1433	€ 378,31		
1,31	29/04/2021	01/04/2025	1433	€ 1.036,26		
1,03	29/04/2021	01/04/2025	1433	€ 808,64		
0,87	29/04/2021	01/04/2025	1433	€ 682,85		
0,87	29/04/2021	01/04/2025	1433	€ 682,85		
1,03	29/04/2021	01/04/2025	1433	€ 808,64		
0,87	29/04/2021	01/04/2025	1433	€ 682,85		
1,31	29/04/2021	01/04/2025	1433	€ 1.036,26		
0,87	29/04/2021	01/04/2025	1433	€ 682,85		
0,87	29/04/2021	01/04/2025	1433	€ 682,85		
1,31	29/04/2021	01/04/2025	1433	€ 1.036,26		
1,31	29/04/2021	01/04/2025	1433	€ 1.036,26		
1,31	29/04/2021	01/04/2025	1433	€ 1.036,26		
0,96	29/04/2021	01/04/2025	1433	€ 756,62		
0,87	29/04/2021	01/04/2025	1433	€ 682,85		
1,03	29/04/2021	01/04/2025	1433	€ 808,64		
1,31	29/04/2021	01/04/2025	1433	€ 1.036,26		
1,31	29/04/2021	01/04/2025	1433	€ 1.036,26		
1,31	29/04/2021	01/04/2025	1433	€ 1.036,26		
1,00	24/03/2021	01/04/2025	1469	€ 807,95	€ 150,00	€ 150,00
0,25	04/03/2021	01/04/2025	1489	€ 204,74	€ 150,00	€ 150,00
1,00	16/03/2021	01/04/2025	1477	€ 812,35	€ 150,00	€ 150,00
1,00	09/04/2021	01/04/2025	1453	€ 799,15	€ 150,00	€ 150,00
1,20	06/10/2020	01/04/2025	1638	€ 1.081,08	€ 150,00	€ 150,00
1,20	06/10/2020	01/04/2025	1638	€ 1.081,08		
0,25	16/09/2020	01/04/2025	1658	€ 227,98	€ 150,00	€ 150,00
0,25	27/10/2020	01/04/2025	1617	€ 222,34	€ 150,00	€ 150,00
0,25	12/10/2020	01/04/2025	1632	€ 224,40	€ 150,00	€ 150,00
0,36	23/10/2020	01/04/2025	1621	€ 320,96	€ 150,00	€ 150,00
0,36	23/10/2020	01/04/2025	1621	€ 320,96		
0,48	23/10/2020	01/04/2025	1621	€ 427,94		
0,48	23/10/2020	01/04/2025	1621	€ 427,94		
0,36	23/10/2020	01/04/2025	1621	€ 320,96		
0,48	23/10/2020	01/04/2025	1621	€ 427,94		

Location	Description	Length	width	height
INDI	Control panel AC07	1 pallet	80	60
INDI	Control panel AC08	1 pallet	60	60
INDI	Control panel AC09	1 pallet	80	60
INDI	Control panel AC10	1 pallet	80	60
INDI	Control panel AC11	1 pallet	80	60
INDI	Control panel AC12	1 pallet	60	60
INDI	Control panel AC13	1 pallet	80	60
INDI	Control panel AC14	1 pallet	80	60
INDI	Control panel AC15	1 pallet	80	60
INDI	Control panel AC16	1 pallet	80	60
INDI	Control panel CW pumps	1 pallet	60	60
INDI	Control panel HW pumps	1 pallet	60	80
RED-ZON 181	Plenum boxes	1 pallet	60	80
RED-ZON 181	Plenum boxes	1 pallet	120	80
				180

Square meters	Date (inbound):	Date (outbound):	Total days:	Warehousing costs	Handling IN	Handling OUT
0,48	23/10/2020	01/04/2025	1621	€ 427,94		
0,36	23/10/2020	01/04/2025	1621	€ 320,96		
0,48	23/10/2020	01/04/2025	1621	€ 427,94		
0,48	23/10/2020	01/04/2025	1621	€ 427,94		
0,48	23/10/2020	01/04/2025	1621	€ 427,94		
0,36	23/10/2020	01/04/2025	1621	€ 320,96		
0,48	23/10/2020	01/04/2025	1621	€ 427,94		
0,48	23/10/2020	01/04/2025	1621	€ 427,94		
0,48	23/10/2020	01/04/2025	1621	€ 427,94		
0,36	23/10/2020	01/04/2025	1621	€ 320,96		
0,36	23/10/2020	01/04/2025	1621	€ 320,96		
0,48	15/06/2021	01/04/2025	1386	€ 365,90	€ 150,00	€ 150,00
0,96	15/06/2021	01/04/2025	1386	€ 731,81		

53,12 m<sup>2</sup> total

SUBTOTAL

€ 42.991,13 € 2.100,00 € 2.100,00

€ 54.270,00 Total storage costs (at cost + 15%)

€ 0,55 day rate / m<sup>2</sup>

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vska cesta 32

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FINANCIJSKA AGENCIJA  
ODSEK ZA PRIJEM, EVIDENCIJANJE  
I POHRANU OSNOVA ZA PLACANJE  
ZAGREB 2

73-05-2025

PREDSTEĆAJNE NAGODBE  
PRIMANJE I OTPREMA POSTE  
KLASA: \_\_\_\_\_  
UR. BROJ: \_\_\_\_\_

Financijska agencija (FINA)  
Ul. grada Vukovara 70  
10 000 Zagreb