

Obrazac 3.

FINANCIJSKA AGENCIJA

OIB: 85821130368

Ulica grada Vukovara 70, Zagreb

(adresa nadležne jedinice)

FINANCIJSKA AGENCIJA
ODSJEK ZA PRIJEM, EVIDENTIRANJE
I POHRANU OSNOVA ZA PLAĆANJE
Z A G R E B 1

26-05-2022

PREDSTEĆAJNE NAGODBE
PRIMANJE I OTPREMA POSTE

KLASA:

UR. BROJ:

Nadležni trgovački sud Trgovački sud u Zagrebu

Poslovni broj spisa St-1329/2022

PRIJAVA TRAŽBINE VJEROVNIKA U PREDSTEĆAJNOM POSTUPKU

PODACI O VJEROVNIKU:

Ime i prezime / tvrtka ili naziv HYSEA SRL

OIB 57282902434

Adresa / sjedište Via Palu' 34, frazione Zoppe', 31020 San Vendemiano (TV), Italija

PODACI O DUŽNIKU:

Ime i prezime / tvrtka ili naziv DIV GRUPA d.o.o.

OIB 33890755814

Adresa / sjedište

Bobovica 10A, Samobor

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)

- 1) Ugovor po načelu „ključ u ruke“ za novogradnju 485 (Turnkey contract) od 25.08.2020. g.
temeljem kojeg je sklopljen Ugovor o nagodbi za novogradnju 485 od 21.09.2021. g..
- 2) Ugovor po načelu „ključ u ruke“ za novogradnju 487 od 10.02.2020. g. (TK3) s Aneksom br. 1. od 21.05.2020. i Aneksom br. 2. od 02.02.2021..
- 3) Ugovor po načelu „ključ u ruke“ za novogradnju 487 od 04.05.2020. g. (TK2) s Aneksom br. 1. od 02.02.2021. i
- 4) Ugovor po načelu „ključ u ruke“ za novogradnju 487 od 31.08.2020. g. (TK Loosed to Fixed Furniture (TK nepričvršćen i pričvršćen namještaj))
temeljem kojih je sklopljen Ugovor o nagodbi za novogradnju 487 od 21.09.2021. g..

Iznos dospjele tražbine 11.555.312,71 HRK (1.526.929,60 EUR)

Glavnica 10.954.232,08 HRK (1.447.174,00 EUR)

Kamate 601.080,63 HRK (79.755,60 EUR)



Iznos tražbine koja dospijeva nakon otvaranja predstečajnog postupka

1.223.031,09 HRK (162.350,00 EUR)

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

- 1) Konto kartica kupca od 20.05.2022. g. s pregledom računa,
- 2) Račun br. 4/VUE od 14.01.2021.g.,
- 3) Račun br. 6/VUE od 30.01.2021.g.,
- 4) Račun br. 7/VUE od 30.01.2021.g.,
- 5) Račun br. 8/VUE od 08.02.2021.g.,
- 6) Račun br. 9/VUE od 08.02.2021.g.,
- 7) Račun br. 10/VUE od 08.02.2021.g.,
- 8) Račun br. 13/VUE od 24.02.2021.g.,
- 9) Račun br. 14/VUE od 24.02.2021.g.,
- 10) Račun br. 15/VUE od 28.02.2021.g.,
- 11) Račun br. 16/VUE od 28.02.2021.g.,
- 12) Račun br. 17/VUE od 16.03.2021.g.,
- 13) Račun br. 22/VUE od 21.04.2021.g.,

- 14) Račun br. 10/VUE od 10.05.2022.g. (s ovjerenim prijevodom br. OV-768-1/2022),
- 15) Račun br. 11/VUE od 10.05.2022.g. (s ovjerenim prijevodom br. OV-768-2/2022),
- 16) Račun br. 12/VUE od 10.05.2022.g. (s ovjerenim prijevodom br. OV-768-3/2022),

- 17) Informativni izračun glavnice i kamata u HRK i EUR

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

Naziv ovršne isprave

PODACI O RAZLUČNOM PRAVU:

Pravna osnova razlučnog prava

Dio imovine na koji se odnosi razlučno pravo

Iznos tražbine _____ (kn)

Razlučni vjerovnik odriče se prava na odvojeno namirenje **ODRIČEM / NE ODRIČEM**

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



PODACI O IZLUČNOM PRAVU:

Pravna osnova izlučnog prava

Dio imovine na koji se odnosi izlučno pravo

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

Mjesto i datum

Rijeka, 24.05.2022. g.

Potpis vjerovnika

ODVJETNIK
ANITA PRELEC
51000 RIJEKA
Prolež Marije Krucifika Korulić 4/II
tel. 00385/51/493 430, 335-815
fax: 00385/51/325-373

HYSEA SRL, p.p.

PUNOMOĆ/PROCURA

kojom ovlašćujem(o) /con la cui autorizzo(iamo):

ODVJETNIKA/ L'AVVOCATO

Anita Prelec

Rijeka, Prolaz Marije Krucifikse Kozulić 4

HRVATSKA/CROAZIA, mail : studio@legale-prelec.hr

da me (nas) zastupa u građanskom, parničnom, izvanparničnom, izvršnom, zemljišnoknjižnom postupku, kaznenom postupku, postupku pred trgovačkim sudom, postupku pred tijelima državne uprave, u sviminstancama, koji se vodi kod nadležnih ustanova i drugih ovlaštenih osoba u vođenju sudskeih i drugih postupaka i to :

di rappresentarmi(ci) nei procedimenti civili, contenziosi, esecutivi, tavolari, penali, procedimenti presso il tribunale commerciale ed enti statali amministrativi, in tutte le istanze presso gli enti incaricati ed altre persone nominate a gestire le cause/procedure, e questi:

Trgovački sud u Zagrebu/ Tribunale commerciale di Zagabria

radi/ per:

prijave tražbine u predstičajni postupak nad imovinom dužnika DIV GRUPA d.o.o. (OIB 33890755814) te zastupanja u tom postupku/ l'insinuazione al passivo nella procedura di concordato sulla proprietà del debitore DIV GRUPA d.o.o. (OIB 33890755814) e rappresentanza nella procedura

pod poslovni brojem / al numero d'ufficio: St-1329/2022

Ovlašćuje se da me (nas) zastupa u svim mojim (našim) pravnim poslovima na sudu i izvan suda te kod svih drugih državnih tijela radi zaštite i ostvarenja mojih (naših) na zakonu osnovanih prava i interesa poduzima sve pravne radnje i upotrijebi sva u zakonu predviđena sredstva, a naročito da podnosi tužbe i ostale podneske, da sklapa nagodbe, da daje nasljedne izjave te da prima novac i novčane vrijednosti i da o tome izdaje potvrde.

Autorizzo/iamo con questa ad essere rappresentata/o/i in tutte le mie (nostre)procedure nei tribunali ivi incluse le procedure extra giudiziarie, e quelle presso gli altri enti statali e/o amministrativi onde proteggere e realizzare i miei (nostri) diritti e interessi legali, ad intraprendere tutte le attività legali e usare tutti i mezzi previsti dalla legge, specialmente di presentare le citazioni e altri atti, di accordare transazioni, di dare dichiarazioni riguardanti l'eredita' e di incassare contanti ed altri valori, anche emettendo le relative ricevute.

Nadalje, ovime se izričito daje suglasnost na korištenje mojih/naših osobnih podataka u poslovne svrhe, odnosno za one aktivnosti i postupke za koje sam dao /smo dali ovu punomoć. Podatke sam dao/smo dali slobodnom voljom.

Inoltre, con questa si autorizza espressamente alla gestione dei miei/nostri dati personali che possono essere usati per gli scopi professionali, ovvero nell'ambito delle attività e procedure per le cui questa procura viene emessa. I dati li ho/li abbiamo forniti liberamente.

O izmjenama/korekcijama podataka treba spremno izvijestiti Le variazioni e/o correzioni dei dati errati devono essere comunicati con sollecitudine.

Ova suglasnost, sukladno Uredbi o zaštiti osobnih podataka EU 2016/679, prestaje važiti na moj /naš osobni zahtjev. Questa dichiarazione, conformemente alla GDPR EU 2016/679, rimane in vigore fino al mio/nostro personale ritiro della stessa.

U Rijeci/ A Fiume, il 05/05/2022


HYSEA S.r.l.

(potpis stranke/firma della parte: HYSEA S.r.l.)

Sjedište ureda / Sede dell'ufficio legale:

51000 Rijeka, Prolaz M.K. Kozulić 4/2

tel. 385/051/493-430

tel. 385/051/335-815

fax. 385/051/325-373

e-mail: studio@legale-prelec.hr

UPUTE O ISPUNJAVANJU I NAČINU KORIŠTENJA POTVRDE O OSOBNOM IDENTIFIKACIJSKOM BROJU

- o Potvrda o osobnom identifikacijskom broju (dalje: Potvrda) ima značenje javne isprave.
- o Potvrdom osoba dokazuje svoj osobni identifikacijski broj (kratica OIB).
- o Potvrdu izdaje besplatno Porezna uprava.
- o Osoba kojoj je potvrda otuđena, koju je izgubila ili kojoj je na drugi način nestala zatražit će od Ministarstva financija - Porezne uprave, prema svom sjedištu odnosno prebivalištu, izdavanje nove Potvrde. Ministarstvo financija - Porezna uprava izdat će novu Potvrdu s oznakom DUPLIKAT.
- o Prilikom upisa u neku od službenih evidencija, osoba za potrebe upisa predočuje Potvrdu ili neku od drugih javnih isprava koja sadrži podatak o osobnom identifikacijskom broju.
- o Osoba u obavljanju svoje djelatnosti koristit će na računima, potvrdama i sličnim ispravama osobni identifikacijski broj iskazan u Potvrdi.
- o U nastavku nalazi se obrazac Potvrde (otkinuti po perforaciji).

POTVRDA O OSOBNOM IDENTIFIKACIJSKOM BROJU

OIB	57282902434
Ime i prezime / naziv	HYSEA SRL
Godina rođenja / mjesto osnivanja, upisa	SAN VANDEMIANO, ITALIJA
Datum izdavanja	24.05.2022.

Izdaje:

RAVNATELJ
Božidar Kutleša, dipl. iur.

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DIV GROUP Ltd, having its registered seat at Samobor, Bobovica 10/A, Croatia, EU VAT identification number: HR 33890755814 represented solely and independently by Tomislav Debeljak, President of the Management Board

(hereinafter the Client)

and

HYSEA S.R.L. having its registered seat at S. Vendemiano (Treviso, Italy) – Via Palu nr. 34, EU VAT identification number: IT 00767710262, represented solely and independently by ALESSANDRO ZANCHETTA, CEO

(hereinafter the Contractor)

Client and Contractor are hereinafter sometimes collectively referred to as the Parties or each individually as the Party

hereby enter into the following

TURNKEY CONTRACT

This Contract is concluded between the Client and the Contractor with regards to the production of workshop documentation, material, delivery, construction, assembly works, testing and commissioning of the premises for Newbuilding 485 JANSONIUS on a turnkey basis.

hysea

[Signature]

DEFINITIONS AND INTERPRETATION

Article 1

1.1. In addition to the definitions defined elsewhere in this Contract, the definitions set forth below have the following meaning, unless otherwise derived from the context:

Ship means a Polar Cruise ship marked with the Builder's code NOV/NB 485, which the Builder builds for the Buyer under the Shipbuilding Agreement with the Buyer.

Shipyard means the shipyard BRODOSPLIT JSC, Put Supavla 21, Split, Croatia, that is, the place where the Works on the Ship are performed.

Price means a fee for the Turnkey Works.

Delivery date means the day on which the Parties hand over the Works in accordance with Article 9 of the Contract and draw up a Delivery Certificate. The Delivery day is considered to be the day specified in the Delivery Certificate.

The Completion date is 01.07.2021.

Main Schedule means the weekly dynamics of performance of Works approved by the Client

Documentation means the project documentation which the Client delivers to the Contractor, and which is the Exhibit 2 to the Contract

Advance Guarantee means the bank guarantee referred to in Article 12 in the form and content contained in Exhibit 4 to this Contract

Performance Guarantee means the bank guarantee referred to in Article 12 in the form and content contained in Exhibit 5 to this Contract

Warranty Guarantee means the bank guarantee referred to in Article 12 in the form and content contained in Exhibit 6 to this Contract

Builder means BRODOGRAĐEVNA INDUSTRIGA SPLIT, joint stock company, Put Supavla 21, 21000 Split, Croatia, PIN: 18556905592, who pursuant to a Shipbuilding Agreement constructs a ship for the Buyer.

Classification Society means Lloyd's Register - LR.

Turnkey means the obligation of the Contractor to perform the Works in accordance with the principle of integrity and functionality, that is, to make the necessary project documentation, perform the works and to supply all materials and equipment under this

Contract to the extent necessary to satisfy the conditions of functionality and integrity of the Works, including the works and supplies of equipment and materials not expressly mentioned in this Contract but required for the completion of the Works, which in particular includes replacement works, unforeseen works which the Contractor should have foreseen by its calculation of Works and Price and any surplus works, all under assumption that the scope of the contracted Works has not been changed based on the agreement of the Parties. It is to be understood the Works does not include subsequent works as defined in Article 8 of the Contract.

Delivery Certificate means the certificate to be drawn up and signed by the Parties at delivery pursuant to Article 9 of the Contract.

Final User means Vinson Expeditions, Trist Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH9690, who uses the Ship based on the Bareboat Charter with the Buyer.

Buyer means Polaris Expeditions Inc having its registered seat at Majuro, Ajeltake Road, Ajeltake Island, Republic of Marshall Islands, who buys the Ship based on the Shipbuilding Contract with the Builder.

Equipment means all materials and equipment that the Contractor shall install to the Ship during the execution of the Works, which are listed in Exhibit 7 to this Contract.

Equipping Area means the space of the Ship in which the Works are carried out and which is indicated in the document entitled "General Arrangement" forming Exhibit 8 to the Contract.

Business day means any day except Saturday, Sunday and national or religious holidays which are designated by law as non-working days in the Republic of Croatia.

Works include all works under this Contract which the Contractor is obliged to perform, as well as the materials and equipment required for the preparation, execution and completion of the works in the Equipping Area and the elimination of defects during the warranty period, including replacement works necessary for the completion of the works, as well as all unforeseen and additional works, except subsequent works as defined in Article 8 of the Contract.

Specification/Quotation includes a scope of works, materials and equipment according to which the Contractor is obliged to perform the Works, which forms Exhibit 7 to this Contract. The Specification includes, among other, individual weight of each piece of Equipment.

Price List contains the technical description, quantities and unit prices for each item of the Works and forms Exhibit 7 to this Contract, and the risk of possible shortcomings of the Price List is exclusively borne by the Contractor.

Certificate of Works' completeness means the certificate that the Parties shall draw up and sign in accordance with Article 9 of the Contract, which shall determine the percentage of the Works completed.

- 1.2. The headings in this Contract are for transparency purposes only and have no meaning for the purposes of interpretation of the Contract.
- 1.3. The documents listed below are considered to be an integral part of the Contract and are read and interpreted as such:

Exhibit 1_Key deadlines/Phases of work execution

Exhibit 1a_Accommodation outfitting plan

Exhibit 2_Project documentation list

Exhibit 3_Interface list

Exhibit 4_Advance Guarantee

Exhibit 5_Performance Guarantee

Exhibit 6_Warranty Guarantee

Exhibit 7_Specification/Quotation and Price List

Exhibit 8_General Arrangement with marked Equipping Area

Exhibit 9_General Terms and Conditions of business with cooperants of the Brodosplit Group

Exhibit 10_Main Schedule of Works and delivery of workshop documentation (template),this document is Contractor obligation.

Exhibit 11 - IHM Certificates form

The Contractor undertakes to comply with the abovementioned Exhibits of the Contract and guarantees that its employees and subcontractors shall comply as well.

The Contractor declares that the following Client's and Shipyards safety policies and instructions have been made available to him, that he is aware of them and undertakes to comply with the following security policies and related instructions of the Client and Shipyard:

- a) Regulations for safe work on scaffolds and other surfaces on which work is carried out
- b) Organizational instructions for the installation and use of energy installations on new buildings
- c) Organizational instruction for safe work when performing corrosion protection works and other works on ship and other enclosed areas
- d) Organizational instructions for the labelling and issuing procedure and the work with cables for electric welding, thermal fuses, rubber tubes and gas burners
- e) Safe operation with open flames
- f) Instruction for managers for workplace inspection
- g) Decision on procedure in the event of injury at work

1.4. In the event of a conflict between the Contract and its Exhibits, the provisions of the Contract shall prevail. In the event of a conflict between the Exhibits to the Contract, the exhibits shall prevail in order as they are listed above.

SUBJECT OF THE CONTRACT

Article 2

- 2.1. The Parties agree that the Contractor undertakes to perform Works on the Ship in accordance with the Contract, Specification and instructions of the Client.
- 2.2. The Contractor undertakes to notify the Client in writing of any evident defects which he has noticed or should have noticed in the Specification and received documentation, and which are important for the quality of performance, otherwise shall be responsible for the damage caused to the Client. If, after having received the notification, the Client insists that the Contractor shall perform the Works with defects, the Contractor shall comply with the Client's request at Client's own responsibility. The Contractor may further elaborate the Specification with the approval of the Client.
- 2.3. The Contractor shall, when preparing for the execution of the Works, monitor and check the quantities, masses, type and quality of the materials procured by the Client, and notify the Client in writing of any defects which he has noticed or should have noticed in quantity, type or quality of the material needed to perform the Works not later than 7 (seven) Business Days to the beginning of the Works, otherwise shall be liable for damage to the Client. The material provided by the Client shall be set out in Exhibit 7 of the Contract.
- 2.4. The risk of loss and damage of the Equipment provided by the Client for the performance of Works, from the moment of take-over of the Equipment on board of the Ship until the successful takeover of the Works shall be borne by the Contractor subject to mutual verification by both Parties at the moment of take-over of the Equipment that the Equipment does not present defects arising from bad workmanship or handling operations.

MOCK-UP AND WORKSHOP DOCUMENTATION

Article 3

- 3.1. The Contractor agrees to submit the workshop documentation consecutively according to the Main Schedule of Works and delivery of workshop documentation, which is contained under Exhibit 10 of this Contract, with date of delivery from 15.10.2020 to 15.11.2020 workshop documentation may be delivered in a rolling sequence as per agreed Main Schedule. Workshop documentation shall include the Specification of materials.

3.2. The workshop documentation is considered accepted after the inspection and written consent of the Client. The documentation is considered correct and submitted within the deadline of 7 (seven) calendar days if the Client does not have subsequent justified comments regarding the completeness and content of the workshop documentation. In case the Client has strong and proved grounds for objection to the contents of the documentation submitted by the Contractor and/or the same is delivered incomplete, the period until the proper and complete delivery of the documentation, i.e. its updated versions, shall be considered a delay.

RULES, REGULATIONS AND STANDARDS

Article 4

4.1. The works must comply with the laws, regulations, classification society Lloyd's LR rules and norms in every respect, in accordance with the standards of the shipbuilding industry and in accordance with the conditions under which the ship sails.

4.2. Laws, regulations, classification society rules and norms include all changes up to the date of signature of the Delivery Certificate.

4.3. The Contractor will deliver to the BS Interijeri at the delivery of the Equipment the following documentation:

- Certificates from Classification Society
- IHM certificates, according to LR templates in Exhibit

OBLIGATIONS AND DECLARATIONS OF THE CONTRACTOR AND OBLIGATIONS OF THE CLIENT

Article 5

5.1. The Contractor is specifically obliged:

- a) to perform the Works according to the Contract, Main Schedule and the Specification;
- b) to submit the workshop documentation within the term specified in Article 3.1. of the Contract;
- c) inform the Client of the total weight of the Equipment within 20 (twenty) calendar days from the signing of the Contract and submit a list of weights for each part of the Equipping Area which includes the weight specification for the final deck covering, paneling, doors, ceiling, fixed and movable furniture, and all other equipment, which is part of the Contractors Scope of Work and Supply which must be approved by the Client;
- d) to install Equipment that meets the Specification's requirements of the Client, all in accordance with the relevant regulations and standards;
- e) to submit to the Client the certificates, i.e. evidence of the quality of the Works by the completion of the Works, and the evidence of the quality of the installed Equipment

simultaneously with the delivery of the Equipment, in accordance with relevant regulations and standards (e.g. Classification society certificates, IHM certificates...)";

- f) to perform all necessary activities, including unforeseen works and obligations, which are necessary for the execution of the Contract, irrespective of whether they are specified in the Specification which is included in Exhibit 7 of this Contract, when they prove necessary to ensure the integrity and functionality of the Works or compliance with classification society rules;
- g) to eliminate and repair within the warranty period any malfunctions, defects or omissions identified during the delivery, as well as those discovered during the warranty period, in accordance with the provisions of the Contract;
- h) to comply with the health, safety and environmental regulations of the Client's and applicable safety policies;
- i) to provide the Client with insurance instruments in accordance with the provisions of the Contract;
- j) to provide all employees with all the necessary tools and means (including, among other things, small consumables) necessary for the timely and quality execution of the contracted Works, and adapt all tools to the connections and joints at the Client's premises where the Works are performed;
- k) to keep the tools used for carrying out the Works on the premises of the Shipyard, since in case of its loss the Client will not bear the cost of the lost tool;
- l) to insure until the Delivery the premises where the Works have been completed while the Works are being completed in other unfinished premises;
- m) to provide transport workers within the Shipyard and coordinate transports and to be responsible for horizontal transport;
- n) timely, before the Contractor's employees or subcontractor start working, to submit to the Client the work permits, certificates, health certificates and other necessary documentation of his employees and subcontractors for the purpose of creating ID cards;
- o) to appoint a responsible person - a representative of the Contractor's workers and his subcontractors, who shall take care of the orderly and timely performance of the Works and the conduct of the employees in accordance with the Contract, the applicable laws and the instructions and rules of the Client;
- p) to appoint a responsible person who is obliged to cooperate with the authorized persons of the Client for the implementation of occupational safety, fire protection and environmental protection measures and, in accordance with the Law on Occupational Safety, designate a person to supervise the implementation of occupational safety measures during the execution of the Works at the Client's premises, which shall be obliged to cooperate with the Client's Occupational Safety, Fire and Protection Service;
- q) to maintain workplaces neat and clean and remove materials from workplaces, otherwise, the Client shall notify in writing the non-compliance to the Contractor; should the non-compliance persist on the following Business day, the Client shall notify the non-compliance persistence and shall do the same at the Contractor's expense
- r) perform Works during the docking of the Ship (approx. 10 days) and during Sea Acceptance Trial (support is included in the Price, but accommodation, food, energy sources for work are for the account of the Client)



5.2. The Contractor declares and warrants:

- a) that he and his employees and subcontractors and employees of the Contractor's subcontractors possess the necessary licences, qualifications, experience and ability to perform the Works included in the Contract and to maintain all necessary permits valid during the Contract;
- b) that the Equipment used in the execution of the Contract has all the necessary attestations and certificates, and that the materials that are harmful to human health are not used or are used in accordance to the applicable law;
- c) that the tool used in the execution of the Contract have all the necessary attestations and certificates, and that it shall maintain for the duration of the Contract all necessary certificates and attestations;
- d) to implement on a regular basis and throughout the duration of the Contract all occupational, safety and health measures prescribed by the relevant regulations;
- e) to submit to the Client, on a weekly basis, every Friday by 11.00 hours, a list of workers who shall perform the Works the following week, including information on the name and surname of the employee and his ID number, all for the purpose of controlling working hours and number of employees;
- f) in the case of contracting the execution of the Works or part of the Works with the subcontractors, to ensure that the subcontractors and their employees fulfil all the conditions and obligations stipulated by the Contract and that he shall be responsible for the conduct and the works performed by the subcontractors or their employees, as if they were performed by himself, i.e. his employees, and to compensate the Client for any damage caused by these conducts of works. The Contractor undertakes to provide the Client with an insight into all certificates, licenses and other necessary documentation related to the subcontractors and their employees. In case of further subcontracting, the Contractor shall have the same obligations with respect to subcontractors engaged by subcontractors.

5.3. The Client undertakes:

- a) to assume responsibility for the payment of duly delivered and accepted Works, in accordance with the payment terms defined in the Contract;
- b) timely provide Documentation, energy, lighting, scaffolding and space cleaned from previous works;
- c) if necessary, further educate Contractor's employees about safe operation in the Shipyard;
- d) to create ID cards for the Contractor's employees for the purpose of recording the entry/exit from the Shipyard area, borrowing/returning of the equipment;
- e) if necessary or requested, enable the storage of the Contractor's Equipment within the Shipyard at the first entry of the Equipment into the Shipyard, whereby the responsibility of the Client is limited solely to the orderly storage and he assumes no responsibility for the inspection of the Equipment upon its taking over. The Client's

responsibility for proper storage ceases when the Contractor first picks up the Equipment or part of the Equipment and removes it from the warehouse;

- f) to provide means of transport (crane with a driver/crane operator)
- g) to timely provide material for the execution of the Works, which is required to be installed by the Contractor
- h) to comment and approve or reject the weight list provided by the Contractor within 7 (seven) Business days of its receipt.
- i) to comment/approve or reject workshop drawings and documentation within 7 (seven) calendar days of receipt.

SUPERVISION

Article 6

- 6.1. The Client, including the Buyer of the ship and the End User, as provided by the Shipbuilding Agreement, has the right at its own expenses to supervise the production of the Equipment and the execution of the Works during the entire period of production of the Equipment and the execution of the Works and may attend all analyses and tests related to the production of the Equipment and the execution of the Works, provided that such supervision shall not obstruct nor interfere with the regular course of its activities. Such supervision shall be notified in writing at least 7 (seven) calendar days prior to the inspection.
- 6.2. The Contractor shall notify the Client at least 15 calendar days of the start of the Equipment production and of the testing program for the purpose of the Client's timely supervision.
- 6.3. The presence of the Client, the Buyer and the End User, their objections or acceptance of the relevant raw materials and/or materials and/or works shall not affect the Contractor's liability for safety and quality nor the warranty obligations under the Contract, unless otherwise stated in writing in the inspection report signed by the Client.

DELIVERY DATE

Article 7

- 7.1. The time of execution of the Works will be determined in more detail by the weekly Main Schedule, which will be agreed between the Parties and aligned with the deadlines set out in Exhibit 1 and Exhibit 1a to the Contract
- 7.2. Key deadlines for the execution of the Works pursuant to key stages are defined in Exhibit 1 and Exhibit 1a to the Contract
- 7.3. The Contractor shall continuously monitor the execution of the planned activities and Works and shall submit weekly reports to the Client (every Monday until 11 am). If, during the execution of the Work, circumstances change for any reason, the Contractor shall, without delay, submit to the Client the revised Main Schedule for review and approval. If

the Client accepts the revised Main Schedule, this fact shall not mean that the Client has waived any of its rights under the Contract, and in particular with respect to payment of contractual penalties, damages compensation and/or termination of the Contract, except when it is solely Clients fault or in the event of force majeure. From the moment of acceptance of the revised Main Schedule, if the revision of the latter resulted in a modification of the deadlines set out in Exhibit 10 of this Contract, the deadlines set out in Exhibit 10 shall be calculated exclusively according to the deadlines defined in the revised Main Schedule.

- 7.4. If the Contractor does not comply to the provisions of the Contract and the rules of the profession during the performance of the Works, in a case of plan or technical failures on the part of the Contractor, as a result of which the Works may have defects or not be performed in accordance with the deadlines set by the Contract and the Main Schedule, the Client shall notify the Contractor thereof and set an appropriate deadline, which may not exceed 5 (five) Business Days, in order to adjust his Works to obligations undertaken by the Contract. If the Contractor fails either to justify the non-compliance in writing to comply with the Client's request by the expiration of the stated deadline, the Client is entitled to terminate the Contract with immediate effect and to claim damages. If it is obvious that the Contractor shall not comply his Works to obligations undertaken by the Contract or that the Works shall not be completed within the period stipulated by the Contract and in the Main Schedule, the Client shall have the right to perform the Works, in whole or in part, independently or through third parties. The Contractor undertakes to reimburse the Client for all costs necessary for the completion of the Works which he has performed independently or through a third party. The Client is entitled to charge the above costs by deducting the amount of costs from a certain invoice, the Performance Guarantee referred to in the Contract and/or by submitting a separate invoice to the Contractor.
- 7.5. The Contractor undertakes to submit to the Client the workshop documentation and their revised versions for supervision upon the Main Schedule which is in Exhibit 10 of this Contract or to provide him access to the information system where the same shall be uploaded. In case of delay in delivering workshop drawings according to Article 3.1 of the Contract and/or delay of uploading the updated versions of the workshop documentation, the Contractor shall the Client contractual penalty amounting 0,1% of the Price for each delayed Business Day, and the amount of the contractual penalties shall be due the following day for each delayed Business Day. The contractual penalty shall be calculated starting from the expiry of 3 days after the first day of delay.

The Client is authorized to collect the contractual penalties by deducting the amount of the contractual penalties from a certain instalment of the Price, through the Performance Guarantee or by submitting a separate invoice for the payment of the contractual penalties submitting to the Contractor, all at its own discretion. If the Contractor fails to comply with the Client's warning, i.e. fails to fulfil his obligations under this Article within 5

(five) Business days after receiving the written warning, the Client is entitled to terminate the Contract.

- 7.6. If circumstances arise that, in opinion of a prudent and diligent person, having the average knowledge and experience characteristics as the Contractor and is performing same business activities, may completely or partially prevent the execution of the Works in accordance with the Contract, the Contractor shall notify the Client without delay, within 5 (five) calendar days. The Parties shall define the responsibility (if any) of the happening and promptly solve the circumstances in order to proceed execution of project smoothly in order to have the workshop documentation modified or amended, accordingly.
- 7.7 The Client undertakes to respect the project execution dates as stated in Key Deadlines (Exhibit 1) and Main Schedule of Works (Exhibit 10) by its teams and/or by and third parties involved. In the event that for circumstances not attributable to Contractor's fault nor negligence, which consequentially cause the delay in performance of Contractor's Works, the Client shall grant to the Contractor the correct time extension for the completion of works and advise him in advance of the period of the delay in order the relevant rescheduling to take place. If the project works are delayed because of the Client's fault, Contractor is entitled to claim damages and extra costs to the Client, duly substantiated but only if delay is more than 30 days. The Client will provide payment of such damages and costs upon receipt of invoice as set forth in Art. 11.2
- 7.8 Notwithstanding the abovementioned regulations, the Contractor has and maintains the right to prove that he is not liable or solely liable for any delay or non-compliance.

ADDITIONAL AND URGENT UNFORSEEN WORKS

Article 8

- 8.1. Works which are not specified in the Contract but still requested by the Client, although they are not necessary for the fulfilment of the Contract, the Contractor shall perform only on the basis of a written Client's instruction, including even the case when the Contractor proposed the performance of these works to the Client who approved them.
- 8.2. The Parties agree that within 7 (seven) Business Days from the receipt of the Client's order, they shall agree whether or not to perform the order (which shall be not unreasonably refused by the Contractor) and on the related price of additional works and on the impact on the deadlines set by the Contract and the Main Schedule and shall make a written annex to the Contract.
- 8.3. The Parties shall negotiate in good faith and shall make every effort to reach an agreement regarding the performance of the order, the change of the Price and/or Delivery Dates affected by the Client's order referred to in Article 8.1. of the Contract. The Price shall be determined by an appropriate correction of the existing unit price from the Price List for a

similar type of work. If the Parties agree on the subject but cannot agree on the Price change and/or new deadlines, the Client may require opinion from the expert to set a new Price and/or new delivery dates. If the expert cannot determine the price on the basis of the unit price from the Price List for a similar type of work, the Expert shall determine the new price taking into account the average cost of labor, materials, equipment and machinery that make the elements of the price of additional work, at the time of issuing the order to the Contractor. Within 7 (seven) Business Days of receipt of the Client's request, the Expert shall determine the new Price and/or delivery date. Upon the determination of the price by the Expert, the Client may waive the order given to the Contractor or require the execution of additional works according to the order. The Contractor is obliged to comply with the Client's order and to perform works that do not exceed 30% (thirty percent) of the scope of the contracted Works.

- 8.4. The Parties undertake to appoint an Expert within 3 (three) Business Days from the expiry of the time limit referred to in paragraph 8.2. of this Article, and if the Parties do not agree on the selection of the Expert, the Client is authorized to appoint an expert of the relevant profession from the list of permanent court experts. The costs of hiring an expert shall be borne in equal parts by the Parties.
- 8.5. During the execution of the Works, only in the cases listed below, there may be a need for emergency unforeseen works, linked to the Contractor's scope of work, to be performed in order to:
 - a) prevent danger to life and health of the people, environment, nature and things, caused by extraordinary and unexpected events;
 - b) prevention of damage caused by these events;
 - c) by the orders of the competent public authorities.
- 8.6. In the event of the occurrence of the circumstances referred to in the previous paragraph of this Article, the Contractor shall, without delay or within 24 (twenty-four) hours from the occurrence of such circumstances, inform the Client about the occurrence of these circumstances and the measures taken.
- 8.7. The Contractor shall be entitled to fair remuneration for the execution of emergency unforeseen works which must have been carried out in order to avoid the damage and other adverse consequences referred to in paragraph 8.5. In the event that due to these unforeseen emergency works the Price is increased by 10 (ten) %, the Client shall be authorized to assign the unforeseen work to other Party or unilaterally terminate the Contract by submitting a written notice of termination within 8 (eight) Business days from the receipt of the Contractor's notice. The Parties shall use their best effort to agree upon terms of such termination, and if agreement is not reached the provision of law shall apply.

DELIVERY

Article 9

- 9.1. It is agreed by the Parties that the Contractor's weekly reports are received on a weekly basis. In accordance with the weekly Main Schedule and reports of the Contractor, a record determining the percentage of completeness shall be made.
- 9.2. It is agreed by the Parties that after reaching the stage of completion of the Works according to the payment dynamics referred to in Article 11 of the Contract, upon a receipt of interim payment certificate, an inspection of the Works shall be as soon as possible performed by the Client, the Buyer, the End User, the Classification Society and other competent bodies and Certificates of the Works' Completeness shall be drawn up for a part of works on the basis of which instalment payments shall be made. The Certificates of the Works' Completeness shall be delivered by the Contractor on 25th Day of each month in which the stage of completion of the Works referred to in each instalment has been reached. The interim payment Certificates of the Work's Completeness shall be signed and sent by the Client within 5 (five) Business days after receipt or shall be deemed approved as well for the purpose of payment as stated in Article 11.
- 9.3. The Contractor's obligations are not considered fulfilled until the Client signs the Delivery Certificate, stating the date on which the Contractor has completed his obligations under the Contract, or has completed the Works in full.
- 9.4. The Delivery Certificate shall be signed by the Parties after the completion of the Sea Acceptance Trial and ascertaining that the Works are correct and fully functional.

PRICE

Article 10

- 10.1. The Price for all Works is contracted and calculated on a Turnkey basis and amounts to EUR 1.580.000,00
- 10.2. The Client shall pay the Price as the total contracted price.
- 10.3. The Price list serves as a base for eventual changes in the scope of work
- 10.4. Unless otherwise agreed upon in the Contract, it is agreed by the Parties that the Price includes the value of all replacement works, unforeseen works and any additional works needed to be performed on a Turnkey basis, not including works from the Article 8. The Parties agree that the Price shall not change in the event that after the conclusion of the Contract the price of the elements on the basis of which the price was determined changes.
- 10.5. The Price is expressed VAT and any other taxation (customs etc.) cost excluded, which is calculated by the Contractor in accordance with the applicable regulations.

Article 11

11.1 It is agreed by the Parties that the Client shall pay the Price to the Contractor according to the following payment schedule:

1. instalment: 5% of the Price as advance payment shall be paid on signing the Contract, immediately upon receipt of counter Advance Guarantee,
2. instalment: 10% of the Price as payment shall be paid upon submission of the completed Workshop drawings in Rev. O and Weight calculation,
3. Instalment: 5% of the Price as payment shall be paid after mock-up details presentation in Brodosplit shipyard by 15.12.2020, and upon receipt of Performance Guarantee.
4. Instalment: 15% of the Price as payment shall be paid upon receipt of the delivery of primary under construction and fundation materials and upon submission of Fire load Booklet calculations in REV. O with valid certificates at the date of Fire Volume Calculation.
5. Instalment: 10% of the Price shall be paid upon receipt of the delivery of 30% of materials at shipyard;
6. Instalment: 10% of the Price shall be paid upon receipt of the delivery of 60% of materials at shipyard;
7. Instalment 5% of the Price shall be paid upon receipt of delivery of 80% of materials at shipyard;
8. instalment: 5% of the Price as payment shall be paid upon receipt of the delivery of 100% of Materials in the Shipyard
9. instalment: 5% of the Price shall be paid upon installation of primary underconstruction and fundations
10. instalment: 5% of the Price shall be paid upon 15% of the Works completeness
11. instalment: 5% of the Price shall be paid upon 30% of the Works completeness
12. instalment: 5% of the Price shall be paid upon 45% of the Works completeness
13. instalment: 5% of the Price shall be paid upon 60% of the Works completeness
14. instalment: 5% of the Price shall be paid upon 75% of the Works completeness:
15. instalment: 5% of the Price shall be paid upon signing the Final Certificate of the Works' Completeness for a part of works determining 100% of the Works completeness, submission of complete AS BUILT DWGS, submission of final SAMPLE BOOK and upon Receipt of the Warranty Guarantee.

11.2. The Client shall pay the Contractor the Price, based on the invoices, within 45 calendar days from the end of Month date and of receipt of a valid and uncontested invoice on the basis of signed Certificate of the Works' Completeness of a part of works and the Delivery Certificate.

11.3. It is understood between Parties that in whatever case of delay of payment in part or in full, the Contractor, notwithstanding any other legal right under the Contract or in accordance with applicable law, is entitled to notify the circumstance in writing to the Client and immediately suspend his performance under the Contract until the full payment

is credited -via wire bank transfer- to the following Contractor's bank account, if the Client does not perform the payment 15 (fifteen) Businessdays after receipt of payment notice. It is also understood between Parties that in whatever case of delay of payment -in part or in full- an interest rate of 6 % (six percent) per year on the due amount shall be automatically charged to the Contractor and shall accrue beginning on the scheduled Payment date.

MEANS OF INSURANCE

Article 12

12.1. Advance Guarantee

- 12.1.1. As a security for the repayment of the advance payment, the Contractor undertakes to obtain an unconditional and irrevocable bank guarantee in favor of the Client, issued by a bank acceptable to the Client in full amount of advance payment payable on first written demand supported by Client's statement indicating in what respect the Contractor is in breach of its obligations under the Contract. Payments under Advance Guarantee shall be conducted by the bank irrespective of the validity and the effects of the Contract and waiving all rights of objection and defense arising from or being in connection with the Contract by the bank. The Advance Guarantee must be submitted to the Client before he makes the advance payment secured by the Advance Guarantee. The Advance Guarantee must be valid for at least 60 (sixty) Business days from the Completion Date.
- 12.1.2. In the event of an extension of the Completion Date, the Contractor shall extend or renew the validity of the Advance Guarantee in accordance therewith and submit an extended or renewed Advance Guarantee to the Client no later than 30 (thirty) Business days before the original Advance Guarantee expires.
- 12.1.3. If the Contractor fails to comply with the provisions of the preceding subparagraph, the Client is authorized to activate the original Advance Guarantee and the amount paid by the bank under the Advance Guarantee shall be deposited into the Client's account as a cash deposit to secure the advance payment.
- 12.1.4. The Advance Guarantee or the cash deposit from the previous subparagraph shall be immediately returned by the Client to the Contractor upon signature of the Delivery Certificate.
- 12.1.5. It is agreed by the Parties that the Client shall not accrue interests on the amount of the deposit referred to in this Article, i.e. that the Contractor shall in no case be entitled to interests on the said amount of the deposit.

12.2. Performance Guarantee

- 12.2.1. As security for the fulfilment of all obligations in accordance with the terms and conditions defined in the Contract, the Contractor undertakes to obtain, in favor of the Client, an unconditional and irrevocable bank guarantee issued by a bank acceptable to the Client payable on first written demand supported by Client's statement indicating in what respect the Contractor is in breach of its obligations under the Contract. Payments under Performance Guarantee shall be conducted by the bank irrespective of the validity and the effects of the Contract and waiving all rights of objection and defense arising from or being in connection with the Contract by the bank. The Performance Guarantee must be submitted to the Client in the amount of 10% (ten percent) of the Price. The Performance Guarantee must be valid for at least 60 (sixty) Business days from the Completion Date.
- 12.2.2. The Contractor is obliged to extend or renew the validity of the Performance Guarantee in the event that the delivery is made no later than 30 (thirty) Business days before the expiry of the original Performance Guarantee. If the Contractor fails to comply with the provisions of this paragraph, the Client is authorized to activate the original Performance Guarantee.
- 12.2.3. If the Contractor fails to comply with the provisions of the preceding subparagraph, the Client is authorized to activate the original Performance Guarantee and the amount paid by the Bank under the Performance Guarantee shall be deposited into the Client's account as a cash deposit to ensure the proper execution of the Contract.
- 12.2.4. The Performance Guarantee or the cash deposit from the previous subparagraph shall be returned to the Contractor by the Client upon signature of the Delivery Certificate and receipt of the Warranty Guarantee.
- 12.2.5. If the Contractor fails to fulfil his obligations in accordance with the terms and conditions defined by the Contract, the Client is authorized to activate the Performance Guarantee or to use the cash deposit.
- 12.2.6. In the event that the Client activates the Performance Guarantee or uses part or all of the deposit because of a failure to fulfil, or improper fulfilment, the obligation under this Contract, the Contractor undertakes to pay the Client a sum up to the full amount of the deposit within 7 (seven) Business days or submit a new Performance Guarantee as assurance of the continued orderly fulfilment of all obligations of the Contractor in accordance with the Contract.
- 12.2.7. It is agreed by the Parties that the Client shall not accrue interests on the amount of the deposit referred to in this paragraph, i.e. that the Contractor shall in no case be entitled to interests on the said amount of the deposit.

12.3. Warranty Guarantee

- 12.3.1. As a security for the fulfilment of his obligations for guarantee works defined in Article 15 of the Contract, the Contractor undertakes to obtain, in favor of the Client, an unconditional and irrevocable bank guarantee in the amount of 5 % (five per cent) of the Price, issued by a bank acceptable to the Buyer payable on first written demand supported by Client's statement indicating in what respect the Contractor is in breach of its warranty obligations under the Contract. Payments under Warranty Guarantee shall be conducted by the bank irrespective of the validity and the effects of the Contract and waiving all rights of objection and defense arising from or being in connection with the Contract by the bank. The Warranty Guarantee must be submitted to the Client in accordance with Article 11 of the Contract, and 30 (thirty) calendar days before the Completion Date.
- 12.3.2. In the event of an extension of the warranty period in accordance with Article 15.6. of the Contract, the Contractor is obliged to extend the validity of the Warranty Guarantee in accordance with such extension and to submit it to the Client no later than 30 (thirty) Business days before the expiry of the original Warranty Guarantee.
- 12.3.3. If the Contractor fails to comply with the provisions of the preceding subparagraph, the Client shall be authorized to activate the original Warranty Guarantee and the amount paid by the bank under the Warranty Guarantee shall be deposited into the Client's account as a cash deposit to ensure the proper fulfilment of the obligations referred to in Article 15 of the Contract.
- 12.3.4. The Warranty Guarantee or the cash deposit from the previous subparagraph shall be returned by the Client to the Contractor after the expiry of the warranty period.
- 12.3.5. If the Contractor fails to fulfil his guaranty obligations as defined in Article 15 of the Contract, the Client is authorized to activate the Warranty Guarantee or to use the cash deposit.
- 12.3.6. In the event the Client activates the Warranty Guarantee or uses a part or the entire amount of the deposit due to unfulfillment of the guarantee obligations referred to in Article 15 of the Contract, the Contractor undertakes to pay the Client the sum up to the full amount of the deposit within 7 (seven) calendar days or to submit a new Warranty Guarantee as an assurance of the further orderly fulfilment of guarantee obligations in accordance with the Contract.
- 12.3.7. It is agreed by the Parties that the Client shall not accrue interests on the amount of the deposit referred to in this paragraph, i.e. that the Contractor shall in no case be entitled to interests on the said amount of the deposit.

OWNERSHIP OVER THE EQUIPMENT

Article 13

13.1. It is agreed by the Parties that the Client becomes the owner of the Equipment once it is delivered to the Shipyard.

INSURANCE

Article 14

14.1. The Contractor shall contract and maintain with a reputable insurer an adequate insurance which covers:

a) Contractor's Works and Machinery

The Contractor shall insure and maintain insurance that covers Contractor's Works and Machinery (apparatus, machinery, Equipment, means and other items required to perform the Works) against any loss or damage caused any reason, except as provided in paragraph 14.2. of this article. The Contractor shall insure the Contractor's machinery at least for its full value, including its delivery to the Shipyard.

b) personal injury and property damage

The Contractor shall insure and maintain insurance that covers responsibility of each Party for loss, damage, death or personal injury that may occur on tangible assets (not related to the Contractor' Works and machinery) or any person (other than the Contractor's employees), occurred for whatever reason other than those mentioned in paragraph 14.2. of this article.

c) Contractor's employees

The Contractor shall insure and maintain liability insurance against claims, damages, losses and expenses arising from an injury, illness or death of any person employed by the Contractor occurred for whatsoever reason other than those specified in paragraph 14.2. of this article.

14.2. The risks being excluded are:

- a) war, hostilities (whether war is declared or not), invasion, action by foreign enemies,
- b) rebellion, terrorism, revolution, mutiny, military or usurped power or civil war in the country,
- c) ammunition, explosive devices, ionizing radiation or radioactive contamination in the country, unless caused by the Contractor's use of such ammunition, explosives, radiation or radioactivity,
- d) airwaves caused by aircrafts or other machines flying at audible or supersonic speeds.

14.3. Unless otherwise provided by the Contract, the insurance policies shall be in effect until the completion of the Works or the signing of the Delivery Certificate or upon the expiration date 01/07/2021 at the latest.

- 14.4. Unless otherwise specified by the Contract for a specific policy, the insured amount for each insurance policy for an adverse event shall be at least EUR 3.000.000,00 (three million EUR), and shall also cover damage caused by the Contractor's subcontractors. The insurance must cover the Contractor's gross negligence and the gross negligence and willful treatment of the persons for whom the Contractor is responsible.
- 14.5. The Contractor agrees to provide the Client with copies of insurance policies that are in accordance with the terms of the Contract at least 10 (ten) calendar days before the start of the Works at the Shipyard, as well as payment certificates for premiums to be paid based on the said policies at the Client's request. If the Contractor does not maintain the insurance pursuant to the Contract or fails to provide evidence of premiums paid and copies of insurance policies to the Client, the Client shall notify the circumstance in writing to the Contractor and specified if he will pay the due premiums and - request recovery of payments made from the Contractor afterwards.
- 14.6. The Contractor can make material changes to the terms of any insurance without the Client's prior approval if not opposite to the terms defined herein and shall notify the Insurer of any relevant changes in the performance of the Works and shall ensure that the insurance policies are renewed and maintained in accordance with this Article.

WARRANTY

Article 15

- 15.1. The Contractor is responsible for the good and timely performance of the Works, their quality and compliance with the Contract and the applicable regulations.
- 15.2. The Contractor's warranty for the Works performed is 1 (one) year. The warranty period runs from the date of signature of the Delivery Certificate. During the warranty period, the Contractor shall, without charge, at his own discretion repair or replace the Equipment or parts of the Equipment on the Ship in respect of which there are defects, or remedy other defects in the performance of the Works. The Contractor shall bear all the costs of repairing and replacing the Equipment or parts of the Equipment and repairing the defects on the Works, including, but not limited to, the costs of transporting the Equipment and travel and accommodation cost of the Contractor's repairer.
- 15.3. The Client has the right to request remedy of defects discovered during the warranty period, no later than the last day of the warranty. Such a request made to the Contractor must contain a detailed description of the defects with pictures and an adequate deadline of at least 30 (thirty) days for their elimination and must be made in writing, except when production and transportation is needed for remedying defects in which case deadline should be 60 (sixty) days.
- 15.4. The Contractor is obliged to start remedying the defects as soon as possible, but not later than 15 (fifteen) Business days after receiving the written request described in the previous paragraph.

- 15.5. In the event that the Contractor does not remove the defects observed within the warranty period, within the period determined by the Client or does not start the remedy of defects within the period specified in the previous paragraph of this Article, the Client shall be entitled to correct them through a third party, and the Contractor shall be obliged to compensate him the related costs within 15 (fifteen) Business days from the date of receipt of a written notice the expenditure effected. If the Contractor fails to cover this expenditure within the stated time, the Client is authorized to use the Warranty Guarantee received in accordance with the Contract.
- 15.6. In the case of minor repairs to the Equipment, the warranty period shall be extended for the period in which the Client has been deprived of using the Equipment. If any part of the Equipment has been replaced or substantially repaired, the warranty period shall start from the beginning for that part of the Equipment exclusively.
- 15.7. If a repair has been made which affects the entire Works, the warranty period for the Works shall be extended for a period of 6 (six) months beginning on the day on which the defects of the Works were remedied, but not less than 12 months nor longer than 18 months after the Delivery date of the Ship..
- 15.8 The Client may challenge the cause of defects in which event the Parties undertake to appoint an Expert within 7 (seven) Business days from the receipt of the aforementioned notification of the Contractor, and if the Parties do not agree on the selection of the Expert, the Client is authorized to appoint an expert of the relevant profession from the list of permanent court experts. The costs of hiring an expert shall be borne by the Party who was wrong about the cause of defects covered by warrantee.

CONTRACTUAL PENALTIES

Article 16

- 16.1. In case of delay in the execution of the Works relating to deadlines determined by the Exhibit 1 to the Contract, the Contractor shall pay the Client contractual penalties in the amount of 0.2 % (zero point two percent) of the Price for each Business day of delay, which amount of the contractual penalties is due the following day for each Business day of the delay. The contractual penalty for the first delay shall be calculated starting from the expiry of 7 (seven) Business days following the first day of delay. The collection of contractual penalties for exceeding the deadlines set out in Exhibit 1 to the Contract in respect of several stages of the Works is not mutually exclusive, that is, an accumulation of contractual penalties is allowed with respect to each phase specified in Exhibit 1 to the Contract.
- 16.2. If the Contractor, due to exclusive and sole Contractor's fact and fault, fails to fulfil his obligation under the Contract, or fails to fulfil them properly, and continues with the

breach or non-fulfilment of his obligations up to 20 (twenty) Business days after receiving a written notice stating the breach, the Contractor have an option to:

- either to pay the Client contractual penalty in the amount of EUR 100.000,00 (also by set-off of the amount due by the Client),
- or to challenge the grounds for the contractual penalties from the Article 16.1.

16.3 The Parties agree that the Client's rights to collect contractual penalties under this Contract shall not be mutually exclusive.

16.4 The Client is authorized to collect contractual penalties by notifying the circumstance in writing to the Contractor and then by deducting the amount of contractual penalties from a certain instalment of the Price, or by means of a Performance Guarantee and/or may submit to the Contractor a separate invoice for the payment of the contractual penalties.

MUTUAL PROTECTION OF CLASSIFIED DATA AND OBLIGATIONS TOWARDS THE BUYER

Article 17

17.1. The Contractor undertakes to sell to the Client all spare parts of the Equipment necessary for the proper functioning of the Works in the manner and when required by the Client at any time during the next 2 (two) years.

17.2. The Contractor undertakes to make a spare parts list and sell all the above-mentioned spare parts and services to the Client at a fair price determined by the market.

COMMUNICATION AND OFFICIAL NOTIFICATIONS

Article 18

18.1. Notifications, as well as any other written communications (hereinafter: **Notification**) that one Party sends to the other pursuant to the Contract shall be in writing, except otherwise agreed upon, sent by registered mail or by e-mail. It shall consider that the delivery has been duly performed if the Notification has been sent to the address and email referred to in paragraph 18.3. of this Article, by any of the above delivery methods. The Notification sent by registered mail shall be deemed to have been duly executed on the day it is received and, in the event that the Notification is returned for whatsoever reason to the sender, on the day the post officer declares -on the envelope or on the letter receipt - the non-delivery and the related reason. The Notification sent by e-mail is considered duly executed at the time of its sending to the proper email address.

18.2. In the event that either of the Parties changes the information referred to in paragraph 18.3. of this Article, the other Party must be notified in writing immediately of the change.

18.3. The persons authorized to coordinate and supervise the fulfilment of obligations under the Contract and to sign Certificate of Works' Completeness and the Delivery Certificate during the Contract term are:

For signing Certificate of Works' Completeness and the Delivery Certificate for the Client DIV group – Brodosplit JSC:

Address: Put Supavlja 21, 21000 Split, Croatia

Contact person: Member of the Board – from side of the Builder, Brodosplit JSC

Telephone: +385 21 391 201

E-mail address: uprava@brodosplit.hr

For coordination and supervision of fulfilment of obligation for the Client: DIV group – Brodosplit d.d.

Address: Put Supavlja 21, 21000 Split, Croatia

Contact person: Damir Lacić

Cell phone: +385 99 2747 699

E-mail address: damir.lacic@brodosplit.hr

For the Contractor: HYSEA S.R.L.

Address: Via Palù 34 – 31020 S. Vendemiano TV, Italy

Contact person: Daniele Stel / Tamara D'Arsie

Cell phone: +39 344 3482192 / +39 338 5367544

Telephone: +39 0438 1918700 / +39 0438 1918770

E-mail address: daniele.stel@hysea.it; tamara.darsie@hysea.it

18.4. If the invoice was not issued on the basis of a Certificate of Works' Completeness and the Delivery Certificate signed by a person authorized under Paragraph 18.3 of this Article and terms set out under Article 9.2 such invoice shall be considered as invalid invoice, the Client shall dispute such invoice and return the invoice to the Contractor. In case of an invalid invoice, payment obligation will not arise.

In the event that Client does not provide approval and signature within the terms as Article 9.2., Contractor can issue invoice in respect to accrued Interim Works and Client cannot dispute nor reject the invoice.

CONFIDENTIAL INFORMATION

Article 19

19.1. The Parties shall keep all the other Party's data of a technical and business nature, which he has access to during the execution of the Works under the Contract, as a business secret and shall not use them for purposes other than for the fulfilment of the Contract. The Contractor undertakes to ensure that his employees, subcontractors and external

associates treat confidential information that they learn during the Contract term in accordance with the provisions of this Article.

- 19.2. The Parties undertake not to disclose the other Party's confidential information in any form to third parties and also undertake to ensure that the confidential information is not disclosed or spread by their employees, subcontractors, external associates and others for which they are responsible.
- 19.3. The Parties hereby undertake to keep the Contract and its contents confidential and thereby undertake not to disclose to any unauthorized person or any third party any information related to or connected to the Contract without the prior written consent of the other Party. It is understood the Client is entitled to share its Confidential Information with its affiliates.
- 19.4. The confidentiality obligations shall remain in force even after the termination of the Contract for any reason, for a maximum of 5 (five) years after the termination of the Contract.
- 19.5. The Parties agree that the following information are not considered confidential:
 - a) information already in possession of the other Party and which the Party concerned was not obliged to keep as confidential;
 - b) information published on or after the conclusion of the Contract, whereby the Parties are not responsible for the publication;
 - c) information to be disclosed under applicable laws and at the request of competent authorities;
 - d) developed by one Party through its own activities without the use of confidential information.

HEALTH, SAFETY AND ENVIRONMENTAL PROTECTION

Article 20

- 20.1. The Contractor must, during the execution of the Works, comply with the laws governing labor law issues, including protection at work of employees and environmental issues, as well as any other regulations specifying and elaborating in detail the provisions of the said laws.
- 20.2. The Contractor undertakes to comply with the Client's health, safety and environmental acts referred to in Article 5 of the Contract and guarantees the conduct of its employees and subcontractors and employees of subcontractors in accordance with the above.
- 20.3. The Contractor fully protects the Client against all activities, claims, statements and grounds for prosecutions based on whatsoever reason including damages, reasonable costs and expenses - that may arise because the Contractor or the Contractor's subcontractor, due to their own fact or exclusive fault, did not comply with the provisions

of the Contract relating to the health, safety and environment protection, provided that the Client promptly inform the Contractor in writing of any of such claim etc.

20.4. The Parties undertake to inform the other Party promptly and in writing of any potential liability, claim or action taken regarding the failure to comply with the provisions of the health, safety and the environment protection. In this case, the Contractor undertakes, at his own expense, to enter into negotiations with its subcontractor/third party for the purpose of settling demands and claims of the its subcontractor/third party and/or recovering all costs and damages suffered by the Client which the Client had to compensate the its subcontractor/third party on the basis of decisions made in litigation, administrative or other proceedings in respect of the same breach and to reimburse all costs incurred by the other Party in the said proceedings.

FORCE MAJEURE

Article 21

21.1. The Parties are not liable for non-performance of any obligation under the Contract, if the non-performance is result of events of force majeure - an event beyond the control of the Parties and independent of their will which directly affects the fulfilment of obligations under the Contract and the occurrence of which is not due to negligence of the Party and which could not be predicted, prevented, avoided or eliminated.

21.2. The force majeure event includes, but is not limited to, natural disasters, state of war, embargo.

21.3. In the event that any of the Parties is obstructed by an event of force majeure in the fulfilment of the Contract, it shall notify the other Party without delay, within 48 (forty-eight) hours at the latest, indicating the cause and possible duration of the force majeure event. The same procedure shall be applied for notification of termination of force majeure events.

21.4. In the event of force majeure, the affected Party shall use its best endeavors to recover or fulfil its obligations under this Contract.

21.5. Should events deemed to be force majeure occur, the time limits set forth in the Contract shall be sought to be adjusted by mutual agreement, but in the event of force majeure events exceeding 30 (thirty) calendar days, each Party has the right to terminate the Contract by written notice with immediate effect.

COPYRIGHT

Article 22

22.1. By signing the Contract, the Contractor transfers to the Client the right to use, change and modify all written documents, tables, drawings, plans, drafts, sketches, acts and other objects, models, samples, images, films, microfilms, and other content visually, audio,



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

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

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

ANNEXES AND AMENDMENTS TO THE CONTRACT

Article 23

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

DURATION AND TERMINATION OF THE CONTRACT

Article 24

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

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

GENERAL PROVISIONS

Article 25

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

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

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

25.3. **Subcontractors and transfer.** The Contractor shall not transfer the benefits or rights under this Contract without the Client's written consent. Neither the Client nor the Contractor shall transfer the obligations under this Contract without the written consent of the other Party. In the case of subcontracting, the Contractor agrees to bind the subcontractor in their agreement to act in accordance with the terms of this Contract and shall be responsible for the Works performed by the subcontractor as if he had performed them himself, i.e. their responsibility shall be joint and several.

25.4. **Complete Contract.** This Contract, together with all its Exhibits, contains the entire agreement of the Parties with respect to the subject matter of the Contract and supersedes any other agreements, oral or written, that relate to the subject matter of the Contract. Amendments to the Contract shall not bind the Parties unless made in writing.

25.5. **Partial invalidity.** The Invalidity or unenforceability of any provision of the Contract shall not affect in any way the validity or enforceability of the remaining provisions and the Parties shall use their best endeavors to amend such provision so as to make it valid and enforceable in accordance with its stated intention, to the extent allowed by law.

25.6. **Number of copies.** This Contract is concluded simultaneously in 2 (two) identical copies, one for each Party.

25.7. **Entry into force.** The Parties agree that the Contract shall be deemed to have been concluded at the time when it is signed by persons authorized to represent the Parties and authenticated by the Parties' stamps (except when the certification of the contract with a stamp is not necessary for the Party which, in the country of its registered office and in regular legal transactions, does not use the seal when entering into contractual relations).

25.8. **Terms and Conditions.** The General Terms and Conditions of any Party do not apply to the Contract, and for which effect it is not important that the Party objects to the application of such General Terms, nor the fact that the Client accepted the offer of the Contractor, accepted Works from the Contractor or paid to the Contractor part or all of the Price, unless specifically determined differently under this Contract.

25.9.

25.9. The Parties agree that they are aware of their rights and obligations arising under this Contract and that they accept the same.

For the Client:

Tomislav Debeljak

DIV GRUPA d.o.o.

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

For the Contractor:

ALESSANDRO ZANCHETTA

hysea

President of the Management Board

25.08.2020

Date: *23.07.2020*

Place: Zagreb, Croazia

DIV GRUPA D.O.O.

10430 SAMOBOR, Bobović
Tel. 01 3377-000, Fax. 01 3376-155
OIB: 33890755814

5

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

25.08.2020

Date: *23.07.2020*

Place: S. Vendemiano, Italy

hysea Srl

Via Palù, 34
31020 SAN VENDEMIANO - TV - ITALY
P +39 0438 1918700 - F +39 0438 1918701
Info@hysea.it - C.F./P. IVA 00167710262

Uli Orsi

Exhibit 1_Key deadlines/Phases of work execution

2
LEGISTRACIJA

HYSEA s.r.l.

Ovaj prijevod sastoji se od
26 listova / 7 stranica prijevoda
Br. ov.: 764/2022
Datum: 20. svibnja 2022. godine

Ovjereni prijevod s talijanskog jezika



Camera di Commercio Industria Artigianato e Agricoltura di TREVISO - BELLUNO

Registro Imprese - Archivio ufficiale della CCIAA

In questa pagina viene esposto un estratto delle informazioni presenti in visura che non può essere considerato esaustivo, ma che ha puramente scopo di sintesi

VISURA ORDINARIA SOCIETA' DI CAPITALE

HYSEA SRL



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DATI ANAGRAFICI

Indirizzo Sede legale	SAN VENDEMIANO (TV) VIA PALU' 34 CAP 31020 FRAZIONE: ZOPPE'
Domicilio digitale/PEC	hysea@pec.hysea.it
Telefono	0438 96307
Numero REA	TV - 146464
Codice fiscale e n.iscr. al Registro Imprese	00767710262
Partita IVA	00767710262
Forma giuridica	societa' a responsabilita' limitata
Data atto di costituzione	10/12/1980
Data iscrizione	20/02/1981
Data ultimo protocollo	27/10/2021
Presidente Consiglio Amministrazione	MARCHETTO OSCAR <i>Rappresentante dell'Impresa</i>
Amministratore Delegato	CALLEGARI DAVIDE <i>Rappresentante dell'Impresa</i>

ATTIVITA'

Stato attività	attiva
Data inizio attività	10/12/1980
Attività esercitata	dal 08/09/2017 progettazione e costruzione di allestimenti per interni
Codice ATECO	31.09.1
Codice NACE	31.09
Attività import export	-
Contratto di rete	-
Albi ruoli e licenze	-
Albi e registri ambientali	-

L'IMPRESA IN CIFRE

Capitale sociale	100.000,00
Addetti al 31/12/2021	6
Soci e titolari di diritti su azioni e quote	1
Amministratori	3
Titolari di cariche	2
Sindaci, organi di controllo	0
Unità locali	1
Pratiche inviate negli ultimi 12 mesi	11
Trasferimenti di quote	3
Trasferimenti di sede	0
Partecipazioni ⁽¹⁾	-

CERTIFICAZIONE D'IMPRESA

Attestazioni SOA	-
Certificazioni di QUALITA'	-

DOCUMENTI CONSULTABILI

Bilanci	2020 - 2019 - 2018 - 2017 - 2016 - ...
Fascicolo	sì
Statuto	sì
Altri atti	33

Camera di Commercio Industria Artigianato e Agricoltura di TREVISO - BELLUNO

Registro Imprese - Archivio ufficiale della CCIAA

(1) Indica se l'impresa detiene partecipazioni in altre società, desunte da elenchi soci o trasferimenti di quote

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1 Sede

Indirizzo Sede legale	SAN VENDEMIANO (TV) VIA PALU' 34 CAP 31020 frazione ZOPPE'
Domicilio digitale/PEC	hysea@pec.hysea.it
Partita IVA	00767710262
Numero repertorio economico amministrativo (REA)	TV - 146464
Data iscrizione	20/02/1981

Informazioni supplementari

DURATA A TEMPO INDETERMINATO

2 Informazioni da statuto/atto costitutivo

Registro Imprese	Codice fiscale e numero di iscrizione: 00767710262 Data di iscrizione: 19/02/1996 Sezioni: Iscritta nella sezione ORDINARIA
Estremi di costituzione	Data atto di costituzione: 10/12/1980
Sistema di amministrazione	consiglio di amministrazione (in carica)
Oggetto sociale	LA SOCIETA' HA PER OGGETTO L'ESERCIZIO, IN ITALIA E ALL'ESTERO, A FAVORE DI ENTI PUBBLICI E PRIVATI NEI SETTORI, A TITOLO ESEMPLIFICATIVO, RESIDENZIALE, DIREZIONALE, COMMERCIALE, INDUSTRIALE, ALBERGHIERO, NAVALE, MUSEALE E ...
Poteri da statuto	LA SOCIETA' PUO' ESSERE AMMINISTRATA DA: - UN AMMINISTRATORE UNICO; - UN CONSIGLIO DI AMMINISTRAZIONE FORMATO DA UN MINIMO DI DUE MEMBRI AD UN ...
Altri riferimenti statutari	Gruppi societari

Estremi di costituzione

Iscrizione Registro Imprese Codice fiscale e numero d'iscrizione: 00767710262
del Registro delle Imprese di TREVISO - BELLUNO
Precedente numero di iscrizione: TV086-13203
Data iscrizione: 19/02/1996

sezioni Iscritta nella sezione ORDINARIA il 19/02/1996

Informazioni costitutive Denominazione: HYSEA SRL
Data atto di costituzione: 10/12/1980

Sistema di amministrazione e controllo

durata della società Data termine: 31/12/2050

scadenza esercizi Scadenza degli esercizi al 31/12
Giorni di proroga dei termini di approvazione del bilancio: 60

sistema di amministrazione e controllo contabile Sistema di amministrazione adottato: amministrazione pluripersonale collegiale

organi amministrativi consiglio di amministrazione (in carica)

Oggetto sociale

LA SOCIETA' HA PER OGGETTO L'ESERCIZIO, IN ITALIA E ALL'ESTERO, A FAVORE DI ENTI PUBBLICI E PRIVATI NEI SETTORI, A TITOLO ESEMPLIFICATIVO, RESIDENZIALE, DIREZIONALE, COMMERCIALE, INDUSTRIALE, ALBERGHIERO, NAVALE, MUSEALE E AEROPORTUALE DELLE SEGUENTI ATTIVITA':
- LA PROGETTAZIONE, LA PRODUZIONE E LA COMMERCIALIZZAZIONE DI MOBILI, OGGETTI E COMPLEMENTI PER L'ARREDAMENTO IN PATTAN, GIUNCO E IN OGNI ALTRO TIPO DI MATERIALE;
- LA PROGETTAZIONE, LA PRODUZIONE, LA COMMERCIALIZZAZIONE E LA POSA IN OPERA DI COMPONENTI PER L'EDILIZIA IN GENERE ED IN PARTICOLARE DI ELEMENTI PREFABBRICATI PER FACCIADE DI EDIFICI E DI NAVI E PER PARTIZIONI E ARREDO INTERNO DI EDIFICI E NAVI;
- LA GESTIONE DI COMMESSE "CHIAVI IN MANO" DI IMPIANTI E ARREDI INTERNI PER EDIFICI COMPLETI.
LA SOCIETA' POTRA' ASSUMERE CONCESSIONI, AGENZIE E RAPPRESENTANZE.
POTRA' EVENTUALMENTE SVOLGERE IL COMMERCIO ALL'INGROSSO ED AL MINUTO DEGLI STESSI ARTICOLI. POTRA' ISTITUIRE O SOPPRIMERE CANALI DI VENDITA, EVENTUALMENTE CON PROPRI MARCHI E CON PROPRIA AUTONOMIA AMMINISTRATIVA.
LA SOCIETA' PUO' COMPIERE, IN VIA NON PREVALENTE E DEL TUTTO OCCASIONALE, TUTTI GLI ATTI OCCORRENTI, AD ESCLUSIVO GIUDIZIO DELL'ORGANO SOCIALE COMPETENTE, PER L'ATTUAZIONE DELL'OGGETTO SOCIALE, COSI' TRA L'ALTRO, E A TITOLO MERAMENTE ESEMPLIFICATIVO, LA SOCIETA' POTRA' COMPIERE QUALSIASI ALTRA ATTIVITA' COMMERCIALE, INDUSTRIALE, MOBILIARE ED IMMOBILIARE, POTRA' CONCEDERE FIDEIUSIONI, AVALLI, CAUZIONI, GARANZIE IN GENERE, ANCHE A FAVORE DI TERZI, CHIEDERE MUTUI IPOTECARI, NONCHE' ASSUMERE, SOLO A SCOPO DI STABILE INVESTIMENTO E NON DI COLLOCAMENTO SUL MERCATO, DIRETTAMENTE O INDIRETTAMENTE, PARTECIPAZIONI O INTERESSENZE IN ALTRE SOCIETA', NEI LIMITI EVENTUALMENTE PREVISTI DALLE DISPOSIZIONI NORMATIVE IN MATERIA, PARTECIPARE A CONSORZI, A RAGGRUPPAMENTI DI IMPRESE O JOINT VENTURE E A CONTRATTI DI RETE.
LA SOCIETA', NEL RISPETTO DELLE MODALITA' E DEI LIMITI DI CUI ALL'ART. 2361 C.C., PUO' ASSUMERE PARTECIPAZIONI A RESPONSABILITA' ILLIMITATA IN SOCIETA' DI PERSONE.

Poteri

poteri da statuto

LA SOCIETA' PUO' ESSERE AMMINISTRATA DA:

- UN AMMINISTRATORE UNICO;
- UN CONSIGLIO DI AMMINISTRAZIONE FORMATO DA UN MINIMO DI DUE MEMBRI AD UN MASSIMO DI NOVE MEMBRI.

L'AMMINISTRATORE UNICO O IL CONSIGLIO DI AMMINISTRAZIONE SONO INVESTITI DEI PIU' AMPI POTERI PER LA GESTIONE ORDINARIA E STRAORDINARIA DELLA SOCIETA', SALVO QUANTO PREVISTO AL PRECEDENTE ART. 10 PER GLI ARGOMENTI IVI INDICATI, E IN PARTICOLARE SONO LORO RICONOSCUTE TUTTE LE FACOLTA' PER IL RAGGIUNGIMENTO DEGLI SCOPI SOCIALI, CHE NON SIANO DALLA LEGGE RISERVATE ALL'ASSEMBLEA O ALLA DECISIONE DEI SOCI.

IL CONSIGLIO DI AMMINISTRAZIONE PUO' DELEGARE PARTE DELLE PROPRIE ATTRIBUZIONI E POTERI AD UNO O PIU' DEI SUOI MEMBRI, CON LA QUALIFICA DI CONSIGLIERI DELEGATI E CONFERIRE SPECIALI INCARICHI A SINGOLI AMMINISTRATORI.

LA RAPPRESENTANZA DELLA SOCIETA' DI FRONTE AI TERZI ED IN GIUDIZIO E' ATTRIBUITA:

- ALL'AMMINISTRATORE UNICO;
- AL PRESIDENTE DEL CONSIGLIO DI AMMINISTRAZIONE O, IN CASO DI ASSENZA O ALTRO IMPEDIMENTO, AL VICE-PRESIDENTE.

LA RAPPRESENTANZA DELLA SOCIETA' SPETTA ALTREST', NEI LIMITI DELLA DELEGA LORO CONFERITA, ALL'EVENTUALE O AGLI EVENTUALI AMMINISTRATORI DELEGATI.

IL CONSIGLIO DI AMMINISTRAZIONE O L'AMMINISTRATORE UNICO POSSONO ANCHE DELEGARE L'USO DELLA FIRMA SOCIALE, CON QUELLE LIMITAZIONI CHE CREDONO OPPORTUNE, AD UNO O PIU' DIRETTORE PER SINGOLI SETTORI DELL'ATTIVITA' SOCIALE.

IL CONSIGLIO DI AMMINISTRAZIONE O L'AMMINISTRATORE UNICO ED I CONSIGLIERI DELEGATI, QUALORA NOMINATI E NEI LIMITI DELLA DELEGA LORO CONFERITA, POSSONO NOMINARE PROCURATORI IN GENERE PER DETERMINATI ATTI O CATEGORIE DI ATTI.

**ripartizione degli utili e delle perdite
tra i soci**

ARTICOLO 23 DELLO STATUTO.

Altri riferimenti statutari

clausole di recesso

Informazione presente nello statuto/atto costitutivo

clausole di gradimento

Informazione presente nello statuto/atto costitutivo

clausole di prelazione

Informazione presente nello statuto/atto costitutivo

clausole compromissorie

Informazione presente nello statuto/atto costitutivo

gruppi societari

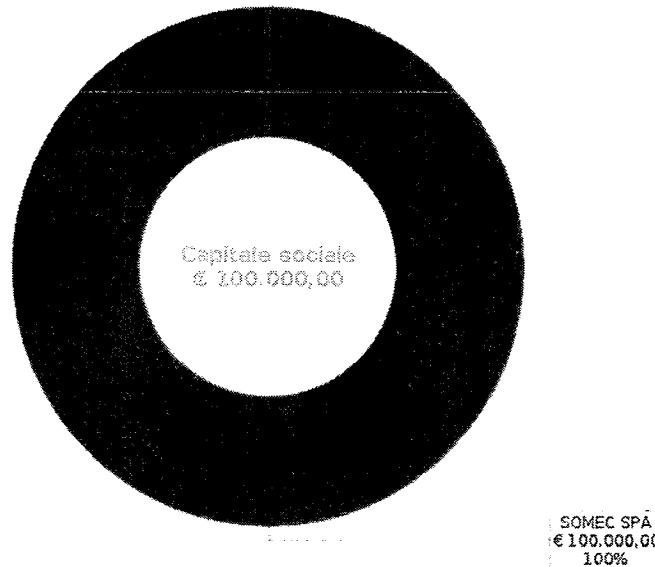
SOCIETA' SOTTOPOSTA AD ALTRUI ATTIVITA' DI DIREZIONE E COORDINAMENTO SECONDO LE RISULTANZE DELL'APPOSITA SEZIONE DEL REGISTRO IMPRESE DI CUI ALL'ART. 2497 BIS DEL CODICE CIVILE.

3 Capitale e strumenti finanziari

Capitale sociale in Euro	Deliberato: 100.000,00
	Sottoscritto: 100.000,00
	Versato: 100.000,00

4. Soci e titolari di diritti su azioni e quote

Sintesi della composizione societaria e degli altri titolari di diritti su azioni o quote sociali al 16/06/2021



Il grafico e la sottostante tabella sono una sintesi degli assetti proprietari dell'impresa relativa ai soli diritti di proprietà, che non sostituisce l'effettiva pubblicità legale fornita dall'elenco soci a seguire, dove sono riportati anche eventuali vincoli sulle quote.

Socio	Valore	%	Tipo diritto
SOMECH SPA 04245710266	100.000,00	100 %	proprietà

Elenco dei soci e degli altri titolari di diritti su azioni o quote sociali al 16/06/2021 capitale sociale

Capitale sociale dichiarato sul modello con cui è stato depositato l'elenco dei soci: 100.000,00 Euro

Proprietà Quota di nominali: 100.000,00 Euro

SOMECH SPA Di cui versati: 100.000,00

Codice fiscale: 04245710266

Tipo di diritto: proprietà

Domicilio del titolare o rappresentante comune

SAN VENDEMIANO (TV) VIA PALU' 30 CAP 31020

frazione ZOPPE'

Variazioni sulle quote sociali che hanno prodotto l'elenco sopra riportato pratica con atto del 09/06/2021

Data deposito: 16/06/2021

Data protocollo: 16/06/2021

Numero protocollo: TV -2021-59128

5 Amministratori

Presidente Consiglio Amministrazione	MARCHETTO OSCAR	Rappresentante dell'impresa
Amministratore Delegato	ZANCHETTA ALESSANDRO	
Amministratore Delegato	CALLEGARI DAVIDE	Rappresentante dell'impresa

Organigramma

consiglio di amministrazione

Numero componenti: 3

Durata in carica: fino alla revoca

Elenco amministratori

Presidente Consiglio Amministrazione

MARCHETTO OSCAR

Rappresentante dell'impresa

Nato a PONTE DI PIAVE (TV) il 11/06/1964

Codice fiscale: MRCSCR64H11G846F

domicilio

SAN VENDEMIANO (TV)

VIA PALU' 34 CAP 31020 FRAZIONE ZOPPE'

carica

consigliere

Data atto di nomina 11/09/2017

Data iscrizione: 26/09/2017

Durata in carica: fino alla revoca

carica

presidente consiglio amministrazione

Data atto di nomina 11/09/2017

Data iscrizione: 26/09/2017

Durata in carica: fino alla revoca

carica

amministratore delegato

Data atto di nomina 07/11/2017

Data iscrizione: 12/12/2017

Durata in carica: fino alla revoca

poteri

AL PRESIDENTE DEL CDA SIG. OSCAR MARCHETTO E' CONFERITA LA CARICA DI AMMINISTRATORE DELEGATO, CON IL COMPITO DI SOVINTENDERE E COORDINARE LA GOVERNANCE DELLA SOCIETA', GARANTENDO LE MODALITA' DI FUNZIONAMENTO INTERNO DEL CDA; INOLTRE ALLO STESSO COMPETERANNO L'ORGANIZZAZIONE E LA GESTIONE DEI SETTORI: INFORMATION SYSTEM, RICERCA E SVILUPPO NONCHE' MARKETING.

ALL'AMMINISTRATORE DELEGATO SIG. OSCAR MARCHETTO SONO ASSEGNAI, CON FIRMA SINGOLA, I SEGUENTI SPECIFICI POTERI E ATTRIBUZIONI:

1. RAPPRESENTARE ATTIVAMENTE E PASSIVAMENTE LA SOCIETA' DAVANTI A QUALSIASI PUBBLICA AUTORITA', GIUDIZIARIA, AMMINISTRATIVA, FISCALE E SINDACALE, SIA NAZIONALE SIA ESTERA, ORDINARIA O SPECIALE, IN QUALUNQUE PROCEDIMENTO, STATO, GRADO E SEDE; RENDERE LA DICHIARAZIONE DEL TERZO IN PROCEDURE ESECUTIVE;

2. RAPPRESENTARE LA SOCIETA' PRESSO GLI ISTITUTI DELLA PREVIDENZA SOCIALE, DELL'ASSICURAZIONE CONTRO GLI INFORTUNI SUL LAVORO, GLI UFFICI DI COLLOCAMENTO E PRESSO OGNI ALTRO ENTE O ISTITUTO PREPOSTO ALLA DISCIPLINA ED ALLA REGOLAMENTAZIONE DEI RAPPORTI DI LAVORO; RAPPRESENTARE LA SOCIETA' NEI CONFRONTI DELLE ORGANIZZAZIONI E DELLE RAPPRESENTANZE SINDACALI E DI CATEGORIA;

3. RAPPRESENTARE LA SOCIETA' AVANTI QUALSIASI AUTORITA' PUBBLICA, COMUNALE, PROVINCIALE, REGIONALE, AMMINISTRATIVA, NONCHE' AVANTI LE COMMISSIONI DI QUALSIASI GRADO; RAPPRESENTARE LA SOCIETA' AVANTI LE AUTORITA' FISCALI, CON FACOLTA' DI PRESENTARE E FIRMARE ISTANZE, ANCHE CONCILIATORIE, E DICHARAZIONI

SIA ANNUALI SIA PERIODICHE AI FINI DELLE IMPOSTE DIRETTE ED INDIRETTE, FIRMARE LE DICHIARAZIONI DEI SOSTITUTI D'IMPOSTA NEI CONFRONTI DEL PERSONALE DIPENDENTE E DI TERZI; PRESENTARE RICORSI, ISTANZE, MEMORIE, NONCHE' RAPPRESENTARE LA SOCIETA' AVANTI LE COMMISSIONI TRIBUTARIE DI OGNI ORDINE E GRADO ED ALL'UOPO CON FACOLTA' DI SUB-DELEGARE, NOMINARE O REVOCARE PROCURATORI, AVVOCATI E PERITI;

4. RAPPRESENTARE LA SOCIETA' IN GIUDIZIO, SIA NEI CONFRONTI DI PRIVATI, SIA DI ENTI PUBBLICI, DAVANTI A QUALSIASI AUTORITA' GIUDIZIARIA, ORDINARIA E AMMINISTRATIVA, NAZIONALE O SOVRANAZIONALE, IN QUALSIASI CONTROVERSIA ATTIVA E PASSIVA, PROMOSSA O DA PROMUOVERSI IN QUALUNQUE SEDE, STATO E GRADO, COME PURE DI FRONTE AD ARBITRI E ATTINENTE ANCHE A PROCEDURE SPECIALI, CAUTELARI O DI URGENZA, CON OGNI E PIU' AMPIO POTERE PER SOSTENERE LE RAGIONI DELLA SOCIETA', DI PROPORRE E RIMETTERE QUERELE, DI COSTITUIRSI PARTE CIVILE, CON FACOLTA' ALTRESI' DI PROMUOVERE CAUSE NELL'INTERESSE DELLA SOCIETA', DI ELEGGERE DOMICILI, DI FARE ATTI DI ESECUZIONE MOBILIARE ED IMMOBILIARE E DI CONSERVAZIONE, DI COMPROMETTERE CONTROVERSIE IN ARBITRI, ANCHE AMICHEVOLI COMPOSITORI, DI TRANSIGERE QUALSIASI CONTROVERSIA GIUDIZIALE E STRAGIUDIZIALE ANCHE IN MATERIA DI LAVORO, DI NOMINARE CON MANDATO SPECIALE AVVOCATI, PROCURATORI AD LITES E ARBITRI, PERITI E NOTATI, CON LE NECESSARIE FACOLTA' DI REVOCARLI E DI SOSTITUIRLI, IN GENERE COMPIERE OGNI E QUALSIASI ATTO UTILE E NECESSARIO PER LA TUTELA GIUDIZIARIA ED AMMINISTRATIVA DELLA SOCIETA';
5. PROMUOVERE E/O ESPERIRE QUALSIASI AZIONE GIUDIZIARIA, ORDINARIA O SPECIALE, ATTIVA O PASSIVA, IN QUALUNQUE STATO, GRADO, SEDE, IVI COMPRESA LA CORTE DI CASSAZIONE ED ALL'UOPO NOMINARE O REVOCARE PROCURATORI, AVVOCATI E PERITI;

6. STIPULARE A.T.I., CONSORZI E IN GENERE ACCORDI DI COLLABORAZIONE CON OPERATORI DEL SETTORE, ALTRE SOCIETA' O GRUPPI, NAZIONALI ED INTERNAZIONALI, DI RILEVANZA STRATEGICA NONCHE' CONTRATTI DI APPALTO E SUBAPPALTO, SIA ATTIVI CHE PASSIVI;

7. PARTECIPARE PER CONTO DELLA SOCIETA' A QUALSIVOGLIA GARA, APPALTO E/O PROCEDURA PER L'INSTAURAZIONE DI RAPPORTI CONTRATTUALI ATTIVI E/O PASSIVI CON I PRIVATI O LA PUBBLICA AMMINISTRAZIONE, QUALI PER ESEMPIO, MA NON ESCLUSIVAMENTE, ASTE PUBBLICHE, LICITAZIONE PRIVATA, TRATTATIVA PRIVATA, APPALTO CONCORSO E PER LA STIPULAZIONE DI CONTRATTI CON LA PUBBLICA AMMINISTRAZIONE, ANCHE PER FORNITURE, MEDIANTE OGNI POSSIBILE DELLE SUMMENZIONATE PROCEDURE, QUALI PER ESEMPIO, MA NON LIMITATAMENTE A ESSA:

- PRESENTARE ISTANZE, OFFERTE, DICHIARAZIONI E DOCUMENTAZIONE (ANCHE AI SENSI DELLE LEGGI SULL'ANTITERRORESMO);
- RICHIEDERE IL RILASCIO DI OGNI EVENTUALE ATTESTAZIONE E/O DOCUMENTAZIONE SI RENDESSE NECESSARIA;
- SOTTOSCRIVERE VERBALI DI AGGIUDICAZIONE, CAPITOLATI SPECIALI E QUALSIVOGLIA DOCUMENTO IDONEO A PERFEZIONARE IL RAPPORTO CONTRATTUALE CON LA PUBBLICA AMMINISTRAZIONE, COMPRESO IL MINISTERO DELLE ATTIVITA' PRODUTTIVE, SALUTE E POLITICHE SOCIALI, LE ASL, LE AZIENDE E GLI ISTITUTI OSPEDALIERI, LE UNIVERSITA';
- ESPLETARE OGNI ALTRA FORMALITA' NECESSARIA IN RELAZIONE O SUCCESSIVAMENTE ALLA STIPULAZIONE DEI SUDDETTI CONTRATTI E FARE QUANT'ALTRO NECESSARIO PER DARE ESECUZIONE AI CONTRATTI COSI' STIPULATI.

8. DEPOSITARE MARCHI E BREVETTI, CONCEDERE E PRENDERE IN USO DIRITTI DI PRIVATIVA INDUSTRIALE, RILASCIANDO ANCHE MANDATI A TAL FINE;

9. FARE DOMANDE DI LICENZE, PERMESSI, AUTORIZZAZIONI E CONCESSIONI AMMINISTRATIVE DI OGNI SPECIE;

10. RAPPRESENTARE LA SOCIETA' NELLE ASSEMBLEE DI TUTTE LE SOCIETA' CONTROLLATE E PARTECIPATE E DI OGNI ALTRO ENTE O ASSOCIAZIONE DELLE QUALI LA STESSA FACCIA A QUALSIASI TITOLO PARTE;

11. NOMINARE E REVOCARE, NEI LIMITI DEI POTERI INNANZI CONFERITI, PROCURATORI SPECIALI E AD NEGOTIA PER SINGOLI ATTI O CATEGORIE DI ATTI;

12. CONFERIRE AD ALTRE PERSONE E, PER QUANTO DI COMPETENZA DELLE SINGOLE FUNZIONI, AI RESPONSABILI DELLE STESSE, PROCURE E DELEGHE PER IL COMPIMENTO DI TALUNI SINGOLI ATTI O CATEGORIE DI ATTI FRA QUELLI SOPRA CITATI, PRECISANDONE I POTERI;

13. STIPULARE E CONCLUDERE, CON LE OPPORTUNE CLAUSOLE COMPRESA QUELLA COMPROMISSORIA, ATTI E CONTRATTI DI ACQUISTO, VENDITA, PERMUTA, LEASING, NOLEGGIO E COMODATO DI BENI MOBILI, REGISTRATI E NON, ED IMMOBILI, FIRMARE GLI ATTI RELATIVI, RICEVERE IL PREZZO, STABILIRE E PAGARE I CORRISPETTIVI, RILASCIANDONE E RICEVENDONE QUIETANZA, CONSENTIRE LE RELATIVE TRASCRIZIONI E VOLTURE PRESSO GLI ENTI COMPETENTI, ESONERANDO L'UFFICIO SUDDETTO E SUOI FUNZIONARI DA OGNI E QUALSIASI RESPONSABILITA' IN PROPOSITO, CON PROMESSA DI AVERE PER RATO E VALIDO IL SUO OPERATO, SENZA CHE SI POSSANO ECCEPIRE NEI CONFRONTI DEL MANDATARIO DIFETTI O INSUFFICIENZE DI MANDATO;

14. SOTTOSCRIVERE I PASSAGGI DI PROPRIETA' DEI VEICOLI AZIENDALI E TUTTI I

DOCUMENTI INERENTI;

15. ESERCITARE I CONTI CORRENTI APERTI PRESSO ISTITUTI DI CREDITO A NOME DELLA SOCIETA', PER LETTERA O MEDIANTE EMISSIONE DI ASSEGNI; GIRARE ALLE BANCHE, STA PER LO SCONTONE CHE PER L'INCASSO, EFFETTI CAMBIARI, ASSEGNI BANCARI ED ALTRI TITOLI DI COMMERCIO E COMPRESA IN GENERE OGNI OPERAZIONE BANCARIA. SI PRECISA CHE CON LA LOCUZIONE "COMPIERE IN GENERE OGNI OPERAZIONE BANCARIA" SI INTENDONO A TITOLO ESEMPLIFICATIVO E NON TASSATIVO:

- APERTURA DI CONTI CORRENTI DI CORRISPONDENZA;
- DISPOSIZIONI E PRELEVAMENTI DA CONTI CORRENTI DI CORRISPONDENZA, ANCHE MEDIANTE ASSEGNI BANCARI ALL'ORDINE DI TERZI, A VALERE SULLA DISPONIBILITA' LIQUIDA O SU CONCESSIONE DI CREDITO O COMUNQUE ALLO SCOPERTO, NELL'AMBITO DEI LIMITI DI DISPONIBILITA' DEGLI AFFIDAMENTI IN ESSERE;
- GIRATA DI CAMBIALI, ASSEGNI, VAGLIA CAMBIARI E DOCUMENTI ALLO SCONTONE ALL'INCASSO;
- APERTURA DI CREDITO IN CONTO CORRENTE E RICHIESTA DI CREDITI IN GENERE, ANCHE SOTTO FORMA DI PRESTITI SU TITOLI;
- ANTICIPAZIONI E CREDITI ASSISTITI DA GARANZIA REALE SU TITOLI, VALORI, MERCI, EFFETTI CAMBIARI E DOCUMENTI;
- COSTITUZIONE DI DEPOSITI CAUZIONALI;
- CESSIONE DI CREDITI;
- RICHIEDERE, NEGOZIARE E STIPULARE LINEE DI CREDITO E/O MODIFICARE GLI AFFIDAMENTI ESISTENTI;
- RICHIEDERE, NEGOZIARE E STIPULARE CON GLI ISTITUTI DI CREDITO FINANZIAMENTI DI QUALESIASI TIPO E GENERE, NONCHE' FIDEIUSSORIE NELL'INTERESSE DELLA SOCIETA' E/O DELLE SOCIETA' DA QUESTA CONTROLLATE O PARTECIPATE;
- RICHIEDERE IL RILASCIO DI GARANZIE FIDEIUSSORIE DA PARTE DI ISTITUTI BANCARI A GARANZIA DELL'ESATTO ADEMPIMENTO DA PARTE DELLA SOCIETA' DI OBBLIGAZIONI DERIVANTI DA OPERAZIONI LEGATE ALLA PROPRIA ATTIVITA' QUALI, A TITOLO ESEMPLIFICATIVO E NON ESAUSTIVO, ADVANCE BOND, PERFORMANCE BOND E GUARANTY BOND, OLTRE CHE LE GARANZIE FIDEIUSSORIE DA PRESTARE ALL'ERARIO E A FRONTE DI CREDITI IVA DI CUI SI CHIEDE IL RECUPERO;
- LOCAZIONE, USO E DISDETTA DI CASSETTE DI SICUREZZA, ARMADI E SCOMPARI DI CASSEFORTI, COSTITUZIONE E RITIRO DI DEPOSITI CHIUSI;
- TRASFERIMENTO DI FONDI DA CONTO CORRENTE A CONTO CORRENTE DELLA SOCIETA', ANCORA CHE' ACCESI PRESSO BANCHE DIVERSE, OVVERO DI OPERAZIONI BANCARIE TRA LA SOCIETA' E LE SOCIETA' CONTROLLATE E/O COLLEGATE, SIA DIRETTAMENTE CHE INDIRETTAMENTE, SENZA CHE TROVI APPLICAZIONE ALCUN MASSIMALE PER SINGOLA OPERAZIONE;
- VERSAMENTI A FAVORE DELL'AMMINISTRAZIONE FINANZIARIA PER IL PAGAMENTO DELLE IMPOSTE SUL REDDITO (IRES), SULLE ATTIVITA' PRODUTTIVE (IRAP), A FAVORE DI INPS O INAIL PER IL PAGAMENTO DI CONTRIBUTI E A FAVORE DELL'AMMINISTRAZIONE FINANZIARIA PER IL PAGAMENTO DELLE IMPOSTE SUL REDDITO DA LAVORO DIPENDENTE (IRPEF);
- 16. ORGANIZZARE E QUINDI NEGOZIARE, SOTTOSCRIVERE, MODIFICARE, RISOLVERE CONTRATTI DI ASSICURAZIONE, POLIZZE ANCHE FIDEIUSSORIE E CAUZIONI PER LA PIU' ADEGUATA COPERTURA DI TUTTI I RISCHI CONNESSI CON LO SVOLGIMENTO DELL'ATTIVITA' SOCIALE;
- 17. DISPORRE IL PAGAMENTO DELLE IMPOSTE, DEGLI STIPENDI DEI DIPENDENTI E IL PAGAMENTO DEI COMPENSI AGLI AMMINISTRATORI, NEI LIMITI DI QUANTO DELIBERATO DALL'ASSEMBLEA DEI SOCI, SENZA LIMITAZIONI DI IMPORTO;
- 18. CHIEDERE IL RILASCIO DI GARANZIE, POLIZZE FIDEIUSSORIE E/O CAUZIONI ALLE COMPAGNIE ASSICURATIVE QUALI, A TITOLO ESEMPLIFICATIVO E NON ESAUSTIVO, ADVANCE BOND, PERFORMANCE BOND E GUARANTY BOND, A GARANZIA DELL'ESATTO ADEMPIMENTO DA PARTE DELLA SOCIETA' E DELLE SOCIETA' CONTROLLATE E/O COLLEGATE, SIA DIRETTAMENTE CHE INDIRETTAMENTE, DI OBBLIGAZIONI DERIVANTI DA OPERAZIONI CORRENTI LEGATE ALLA PROPRIA ATTIVITA';
- 19. COMPIERE IN GENERE OGNI OPERAZIONE DI ORDINARIA AMMINISTRAZIONE NEI LIMITI DEI POTERI SOPRA CONFERITI, ANCHE SE NON INNANZI ELENCAZIONE, E FARE QUANT'ALTRO OPPORTUNO NELL'INTERESSE DELLA SOCIETA', SALVO QUANTO ESPRESSAMENTE DI SPETTANZA DEL CONSIGLIO DI AMMINISTRAZIONE O DELL'ASSEMBLEA, PER IL BUON FINE DEL MANDATO, DOVENDOSI INTENDERE LA SU ESTESA ELENCAZIONE DI POTERI COME ESEMPLIFICATIVA E NON TASSATIVA;
- 20. FIRMARE LIBERAMENTE PER TUTTI GLI ATTI E LE OPERAZIONI COMPRESI NEL MANDATO CON IL PROPRIO NOME E COGNOME, ACCOMPAGNATI DALL'INDICAZIONE DI "PRESIDENTE" E DALLA DENOMINAZIONE SOCIALE.

Amministratore Delegato
ZANCHETTA ALESSANDRO

Nato a ODERZO (TV) il 13/05/1969
Codice fiscale: ZNCLSN69E13F999S

domicilio
SAN VENDEMIANO (TV)
VIA PALU' 34 CAP 31020 FRAZIONE ZOPPE'

carica
consigliere
Data atto di nomina 11/09/2017
Data iscrizione: 26/09/2017
Durata in carica: fino alla revoca

carica
amministratore delegato
Data atto di nomina 07/11/2017
Data iscrizione: 12/12/2017
Durata in carica: fino alla revoca

poteri
AL SIG. ALESSANDRO ZANCHETTA E' CONFERITA LA CARICA DI AMMINISTRATORE DELEGATO, CON LA RESPONSABILITA' DI SOVINTENDERE E COORDINARE LE FUNZIONI DELL'AREA AMMINISTRATIVA, FINANZIARIA, HUMAN RESOURCES E SERVIZI GENERALI.
ALL'AMMINISTRATORE DELEGATO SIG. ALESSANDRO ZANCHETTA SONO ASSEGNOTI, CON FIRMA SINGOLA, I SEGUENTI SPECIFICI POTERI E ATTRIBUZIONI:
1. RAPPRESENTARE LA SOCIETA' PRESSO GLI ISTITUTI DI PREVIDENZA SOCIALE, DELLA ASSICURAZIONE CONTRO GLI INFORTUNI SUL LAVORO, GLI UFFICI DI COLLOCAMENTO E PRESSO OGNI ALTRO ENTE O ISTITUTO PREPOSTO ALLA DISCIPLINA ED ALLA REGOLAMENTAZIONE DEI RAPPORTI DI LAVORO, E RAPPRESENTARE LA SOCIETA' NEI CONFRONTI DELLE ORGANIZZAZIONI E DELLE RAPPRESENTANZE SINDACALI E DI CATEGORIA, CON ESCLUSIONE DI OGNI PRATICA RELATIVA AI RAPPORTI DI LAVORO RELATIVI AI DIPENDENTI CON QUALIFICA DI DIRIGENTE;
2. RAPPRESENTARE LA SOCIETA' AVANTI QUALSIASI AUTORITA' PUBBLICA, COMUNALE, PROVINCIALE, REGIONALE, AMMINISTRATIVA NONCHE' AVANTI LE COMMISSIONI DI QUALSIASI GRADO; RAPPRESENTARE LA SOCIETA' AVANTI LE AUTORITA' FISCALI, CON FACOLTA' DI PRESENTARE E FIRMARE ISTANZE, ANCHE CONCILIATORIE, E DICHIARAZIONI SIA ANNUALI CHE PERIODICHE AI FINI DELLE IMPOSTE DIRETTE ED INDIRETTE, FIRMARE LE DICHIARAZIONI DEI SOSTITUTI D'IMPOSTA NEI CONFRONTI DEL PERSONALE DIPENDENTE (CON ESCLUSIONE DEL PERSONALE CON QUALIFICA DIRIGENTE) E DI TERZI, PRESENTARE RICORSI, Istanze, Memorie, NONCHE' RAPPRESENTARE LA SOCIETA' AVANTI LE COMMISSIONI TRIBUTARIE DI OGNI ORDINE E GRADO ED ALL'UOPO CON FACOLTA' DI SUB-DELEGARE, NOMINARE O REVOCARE PROCURATORI, AVVOCATI E PERITI;
3. RAPPRESENTARE LA SOCIETA' IN GIUDIZIO, SIA NEI CONFRONTI DI PRIVATI, SIA DI ENTI PUBBLICI, DAVANTI A QUALSIASI AUTORITA' GIUDIZIARIA, ORDINARIA ED AMMINISTRATIVA, NAZIONALE O SOVRANZIONALE, IN QUALSIASI CONTROVERSTA ATTIVA E PASSIVA, PROMOSSA O DA PROMUOVERSI IN QUALUNQUE SEDE, STATO E GRADO, COME PURE DI FRONTE AD ARBITRI ED ATTIENNE ANCHE A PROCEDURE SPECIALI, CAUTELARI O DI URGENZA, CON OGNI E PIU' AMPIO POTERE PER SOSTENERE LE RAGIONI DELLA SOCIETA', DI PROPORRE E RIMETTERE QUERELE, DI COSTITUIRSI PARTE CIVILE, CON FACOLTA' ALTRESI' DI PROMUOVERE CAUSE NELL'INTERESSE DELLA SOCIETA', DI ELEGGERE DOMICILI, DI FARE ATTI DI ESECUZIONE MOBILIARE ED IMMOBILIARE E DI CONSERVAZIONE, DI COMPROMETTERE CONTROVERSIE IN ARBITRI, ANCHE AMICHEVOLI COMPOSITORI, DI TRANSIGERE QUALSIASI CONTROVERSIA GIUDIZIALE E STRAGIUDIZIALE ANCHE IN MATERIA DI LAVORO, DI NOMINARE CON MANDATO SPECIALE AVVOCATI, PROCURATORI AD LITES E ARBITRI, PERITI E NOTAI, CON LE NECESSARIE FACOLTA' DI REVOCARLI E DI SOSTITUIRLI, IN GENERE COMPIERE OGNI E QUALSIASI ATTO UTILE E NECESSARIO PER LA TUTELA GIUDIZIARIA ED AMMINISTRATIVA DELLA SOCIETA';
4. FARE DIFFIDE, RICORSI, NOTIFICHE, RECLAMI IN DIFESA DEI DIRITTI E DEGLI INTERESI DELLA SOCIETA' PRESSO QUALSIASI AMMINISTRAZIONE PUBBLICA E PRIVATA, COME PURE POIKA' ELEVARE PROTESTI, INTIMARE PRECETTI, ATTI INGIUNTIVI NEI CONFRONTI DEI CLIENTI O DI ALTRI DEBITORI MOROSI, PROCEDENDO AD ATTI CONSERVATIVI E CAUTELATIVI A SALVAGUARDIA DEGLI INTERESI DELLA SOCIETA', COME PURE INTERVENIRE NELLE PROCEDURE CONCORSUALI, INSINUANDO CREDITI ED INTERVENENDO NELLE ADUNANZE DEI CREDITORI;
5. ESEGUIRE QUALSIASI OPERAZIONE PRESSO L'AMMINISTRAZIONE PUBBLICA, LA CASSA DEPOSITI E PRESTITI, LE INTENDENZE DI FINANZA, LE POSTE E TELEGRAMI, LE TESORERIE, LE DOGANE, LE FERROVIE DELLO STATO, I VETTORI, LE COMPAGNIE DI NAVIGAZIONE E DI ASSICURAZIONE ED OGNI UFFICIO PUBBLICO E PRIVATO DI QUALSIASI SEDE IN ITALIA O ALL'ESTERO, COME PURE QUALSIASI ENTE O ISTITUTO SE ASSIMILATO ALLE AMMINISTRAZIONI DELLO STATO OD AVENTE CARATTERISTICHE PARASTATALI O

DISCIPLINE PARTICOLARI;

6. EFFETTUARE PRESSO UFFICI PUBBLICI E PRIVATI, UFFICI FERROVIARI E DOGANALI, IMPRESE DI TRASPORTO E NAVIGAZIONE, UFFICI POSTALI E TELEGRAFICI QUALSIASI OPERAZIONE PER LO SVINCOLO E/O RITIRO DI MERCI, DEPOSITI, PACCHI, PIEGHI, VALORI, LETTERE ANCHE ASSICURATE, RACCOMANDATE E CONTENENTI VALORI, RILASCIANDO I RELATIVI ATTI DI QUIETANZA E DISCARICO CON OGNI FORMULA PIU' AMPIA;

7. ASSICURARE LA TENUA DEI DATI CONTABILI, ANCHE SOTTO IL PROFILO DELLE IMPUTAZIONI TRIBUTARIE E FISCALI NONCHE' LA REGOLARITA' DEL FLUSSO DI CASSA E L'ATTENDIBILITA' DEI DATI DELLA GESTIONE CORRENTE;

8. ASSICURARE E GARANTIRE L'ADEMPIMENTO DI TUTTE LE INCOMBENZE DI CARATTERE FISCALE RELATIVE ALLE ATTIVITA' DELLA SOCIETA', ANCHE SOTTOSCRIVENDO I RELATIVI ATTI PARTICOLARMENTE PER CIO' CHE RIGUARDA I RAPPORTI CON L'AGENZIA DELLE ENTRATE ED, IN GENERALE, GLI ENTI COMPETENTI IN MATERIA FISCALE; E' PERTANTO INVESTITO DELL'OBBLIGO GIURIDICO DELL'OSSERVANZA DI TUTTE LE NORME DI LEGGE E/O DI REGOLAMENTO SPECIFICATAMENTE DISCIPLINANTI LA GESTIONE AMMINISTRATIVA DI UNA SOCIETA' DI CAPITALI;

9. RAPPRESENTARE LA SOCIETA' IN QUALSIASI RAPPORTO CON TERZI E CON PUBBLICHE AMMINISTRAZIONI E FIRMARE LA CORRISPONDENZA RELATIVA ED, IN PARTICOLARE, PRESSO OGNI ALTRO ENTE E ISTITUTO PREPOSTO ALLA DISCIPLINA E ALLA REGOLAMENTAZIONE DEI RAPPORTI DI LAVORO E NEI CONFRONTI DELLE ORGANIZZAZIONI E DELLE RAPPRESENTANZE SINDACALI E DI CATEGORIA;

10. ASSUMERE A TEMPO INDETERMINATO E A TERMINE PERSONALE QUADRO, IMPIEGATIZIO E OPERAIO NONCHE' FISSARNE IL TRATTAMENTO ECONOMICO, SOSPENDERLO E LICENZIARLO; STIPULARE CONTRATTI DI LAVORO INTERINALE;

11. COMMINARE A TUTTO IL PERSONALE DIPENDENTE LE SANZIONI DISCIPLINARI PREVISTE DAL CONTRATTO COLLETTIVO NAZIONALE DI LAVORO APPLICABILE, NEL RISPETTO DI TUTTE LE NORME DI LEGGE E/O DI REGOLAMENTO E PATTIZIE AFFERENTI I PROVVEDIMENTI STESSI;

12. PARTECIPARE ALLE TRATTATIVE SINDACALI E STIPULARE ACCORDI AZIENDALI NONCHE' RAPPRESENTARE LA SOCIETA' NEI CONFRONTI DELLE ORGANIZZAZIONI E DELLE RAPPRESENTANZE SINDACALI E DI CATEGORIA IN SEDE DI DISCUSSIONE DI TEMATICHE CHE RIGUARDANO I RAPPORTI CON I LAVORATORI SUBORDINATI, CON ESPRESSA AUTORIZZAZIONE A CONCILIARE TALI CONTROVERSIE QUALORA OPPORTUNO, SOTTOSCRIVENDO I RELATIVI VERBALI DI CONCILIAZIONE, TRANSIGERE QUALSIASI CONTROVERSIA CON DIPENDENTI DELLA SOCIETA';

13. GARANTIRE IL RISPETTO DI TUTTE LE NORME COMUNITARIE, DI LEGGE E/O DI REGOLAMENTO AFFERENTI IL PERSONALE DIPENDENTE, I DIVIETI DI APPALTO DI MANODOPERA E IN GENERE OGNI NORMATIVA AFFERENTE LA MATERIA DEI CONTRATTI DI LAVORO SUBORDINATO, ASSICURANDO CHE LA GESTIONE DEL PERSONALE AVVENGA NEL RISPETTO ED IN CONFORMITA' AI SINGOLI CONTRATTI DI LAVORO ED ALLA VIGENTE NORMATIVA CIVILISTICA, FISCALE E PREVIDENZIALE, IVI COMPRESA QUELLA AFFERENTE LE ASSUNZIONI E LA CONTRIBUZIONE OBBLIGATORIE ED E' PERTANTO RESPONSABILE DELLA CORRETTA APPLICAZIONE DELLE NORME RELATIVE E DELLA REGOLARITA' DEGLI ATTI COMUNQUE POSTI IN ESSERE NELL'ESPLETAMENTO DEL MANDATO CONFERITOGLI;

14. STIPULARE E CONCLUDERE, CON LE OPPORTUNE CLAUSOLE COMPRESA QUELLA COMPROMISSORIA, ATTI E CONTRATTI DI ACQUISTO, VENDITA, PERMUTA, LEASING, NOLEGGIO E COMODATO DI BENI MOBILI, REGISTRATI E NON, ED IMMOBILI, FIRMARE GLI ATTI RELATIVI, RICEVERE IL PREZZO, STABILIRE E PAGARE I CORRISPETTIVI, RILASCIANDONE E RICEVENDONE QUIETANZA, CONSENTIRE LE RELATIVE TRASCRIZIONI E VOLTURE PRESSO GLI ENTI COMPETENTI, ESONERANDO L'UFFICIO SUDETTO E SUGLI FUNZIONARI DA OGNI E QUALSIASI RESPONSABILITA' IN PROPOSITO, CON PROMESSA DI AVERE PER RATO E VALIDO IL SUO OPERATO, SENZA CHE SI POSSANO ECCEPIRE NEI CONFRONTI DEL MANDATARIO DIFETTI O INSUFFICIENZE DI MANDATO;

15. APRIRE STABILI ORGANIZZAZIONI DI NATURA FISCALE PER LA CORRETTA ESECUZIONE DEGLI APPALTI ALL'ESTERO CONFERENDO ALL'UOPO OGNI POTERE ANCHE SOLO OPPORTUNO PER IL PUNTUALE E CORRETTO SVOLGIMENTO DELLE ATTIVITA' CONNESSE ALL'ORGANIZZAZIONE E, QUINDI, PER IL PERFEZIONAMENTO DELLA DOCUMENTAZIONE A TAL FINE NECESSARIA NONCHE' PER STIPULARE E FIRMARE, IN NOME E PER CONTO DELLA SOCIETA', EVENTUALI CONTRATTI ED ATTI, NEGOZIANDO PATTI, MODALITA', TERMINI, CONDIZIONI E QUANT'ALTRO RICHIESTO;

16. CONCORDARE CONDIZIONI E MODALITA', SOTTOSCRIVERE LINEE DI CREDITO E AFFIDAMENTI DEI CONTI CORRENTI APERTI PRESSO ISTITUTI DI CREDITO A NOME DELLA SOCIETA', PER LETTERA O MEDIANTE EMISSIONE DI ASSEGNI; GIRARE ALLE BANCHE, SIA PER LO SCONTTO CHE PER L'INCASSO, EFFETTI CAMBIARI, ASSEGNI BANCARI ED ALTRI TITOLI DI COMMERCIO E COMPRESA IN GENERE OGNI OPERAZIONE BANCARIA DI IMPORTO UNITARIO NON SUPERIORE AD EURO 1.000.000,00 (UNMILIONE,00). SI PRECISA CHE CON LA LOCUZIONE "COMPIERE IN GENERE OGNI OPERAZIONE BANCARIA" SI INTENDONO A TITOLO ESEMPLIFICATIVO E NON TASSATIVO;

- APERTURA DI CONTI CORRENTI DI CORRISPONDENZA;

- DISPOSIZIONI E PRELEVAMENTI DA CONTI CORRENTI DI CORRISPONDENZA, ANCHE MEDIANTE ASSEGNI BANCARI ALL'ORDINE DI TERZI, A VALERE SULLA DISPONIBILITA' LIQUIDA O SU CONCESSIONE DI CREDITO O COMUNQUE ALLO SCOPERTO, NELL'AMBITO DEI LIMITI DI DISPONIBILITA' DEGLI AFFIDAMENTI IN ESSERE;
- GIRATA DI CAMBIALI, ASSEGNI, VAGLIA CAMBIARI E DOCUMENTI ALLO SCONTO E ALL'INCASSO;
- APERTURA DI CREDITO IN CONTO CORRENTE E RICHIESTA DI CREDITI IN GENERE, ANCHE SOTTO FORMA DI PRESTITI SU TITOLI;
- ANTICIPAZIONI E CREDITI ASSISTITI DA GARANZIA REALE SU TITOLI, VALORI, MERCI, EFFETTI CAMBIARI E DOCUMENTI;
- COSTITUZIONE DI DEPOSITI CAUZIONALI;
- CESSIONE DI CREDITI IVI COMPRESI GLI IMPORTI DERIVANTI DALL'IVA;
- RICHIEDERE, NEGOZIARE E STIPULARE LINEE DI CREDITO E/O MODIFICARE GLI AFFIDAMENTI ESISTENTI;
- RICHIEDERE, NEGOZIARE E STIPULARE CON GLI ISTITUTI DI CREDITO FINANZIAMENTI DI QUALSIASI TIPO E GENERE, NONCHE' FIDEIUSSORIE NELL'INTERESSE DELLA SOCIETA' E/O DELLE SOCIETA' DA QUESTA CONTROLLATE O PARTECIPATE;
- RICHIEDERE IL RILASCIO DI GARANZIE FIDEIUSSORIE DA PARTE DI ISTITUTI BANCARI A GARANZIA DELL'ESATTO ADEMPIMENTO DA PARTE DELLA SOCIETA' DI OBBLIGAZIONI DERIVANTI DA OPERAZIONI LEGATE ALLA PROPRIA ATTIVITA' QUALI, A TITOLO ESEMPLIFICATIVO E NON ESAUSTIVO, ADVANCE BOND, PERFORMANCE BOND E GUARANTY BOND, OLTRE CHE LE GARANZIE FIDEIUSSORIE DA PRESTARE ALL'ERARIO E A FRONTE DI CREDITI IVA DI CUI SI CHIEDE IL RECUPERO;
- LOCAZIONE, USO E DISDETTA DI CASSETTE DI SICUREZZA, ARMADI E SCOMPARTI DI CASSEFORTI, COSTITUZIONE E RITIRO DI DEPOSITI CHIUSI.
- TRASFERIMENTO DI FONDI DA CONTO CORRENTE A CONTO CORRENTE DELLA SOCIETA', ANCORA CHE' ACCESI PRESSO BANCHE DIVERSE, OVVERO DI OPERAZIONI BANCARIE TRA LA SOCIETA' E LE SOCIETA' CONTROLLATE E/O COLLEGATE, SIA DIRETTAMENTE CHE INDIRETTAMENTE, SENZA CHE TROVI APPLICAZIONE ALCUN MASSIMALE PER SINGOLA OPERAZIONE;
- VERSAMENTI A FAVORE DELL'AMMINISTRAZIONE FINANZIARIA PER IL PAGAMENTO DELLE IMPOSTE SUL REDDITO (IRES), SULLE ATTIVITA' PRODUTTIVE (IRAP), A FAVORE DI INPS O INAIL PER IL PAGAMENTO DI CONTRIBUTI E A FAVORE DELL'AMMINISTRAZIONE FINANZIARIA PER IL PAGAMENTO DELLE IMPOSTE SUL REDDITO DA LAVORO DIPENDENTE (IRPEF);
- 17. ORGANIZZARE E QUINDI NEGOZIARE, SOTTOSCRIVERE, MODIFICARE, RISOLVERE CONTRATTI DI ASSICURAZIONE, POLIZZE ANCHE FIDEIUSSORIE E CAUZIONI PER LA PIU' ADEGUATA COPERTURA DI TUTTI I RISCHI CONNESSI CON LO SVOLGIMENTO DELL'ATTIVITA' SOCIALE;
- 18. CHIEDERE IL RILASCIO DI GARANZIE, POLIZZE FIDETUSSORIE E/O CAUZIONI ALLE COMPAGNIE ASSICURATIVE QUALI, A TITOLO ESEMPLIFICATIVO E NON ESAUSTIVO, ADVANCE BOND, PERFORMANCE BOND E GUARANTY BOND, A GARANZIA DELL'ESATTO ADEMPIMENTO DA PARTE DELLA SOCIETA' E DELLE SOCIETA' CONTROLLATE E/O COLLEGATE, SIA DIRETTAMENTE CHE INDIRETTAMENTE, DI OBBLIGAZIONI DERIVANTI DA OPERAZIONI CORRENTI LEGATE ALLA PROPRIA ATTIVITA';
- 19. RAPPRESENTARE LA SOCIETA' NELLE ASSEMBLEE DI TUTTE LE SOCIETA' CONTROLLATE E PARTECIPATE E DI OGNI ALTRO ENTE O ASSOCIAZIONE DELLE QUALI LA STESSA FACCIA A QUALSIASI TITOLO PARTE;
- 20. DISPORRE IL PAGAMENTO DELLE IMPOSTE, DEGLI STIPENDI DEI DIPENDENTI E IL PAGAMENTO DEI COMPENSI AGLI AMMINISTRATORI, NEI LIMITI DI QUANTO DELIBERATO DALL'ASSEMBLEA DEI SOCI, SENZA LIMITAZIONI DI IMPORTO;
- 21. PORRE IN ESSERE TUTTE LE OPERAZIONI DI FACTORING SIA ATTIVO CHE PASSIVO, CEDERE CREDITI, EFFETTUARE OPERAZIONI DI SCONTO, CONFERIRE MANDATI ALL'INCASSO E COSTITUIRE GARANZIE, SEMPRE LIMITATAMENTE ALLE ATTIVITA' DELLA SOCIETA';
- 22. CONFERIRE AD ALTRE PERSONE E, PER QUANTO DI COMPETENZA DELLE SINGOLE FUNZIONI, AI RESPONSABILI DELLE STESE, PROCURE E DELEGHE PER IL COMPIIMENTO DI TALUNI SINGOLI ATTI O CATEGORIE DI ATTI FRA QUELLI SOPRA CITATI, PRECISANDONE I POTERI;
- 23. COMPIERE IN GENERE OGNI OPERAZIONE DI ORDINARIA AMMINISTRAZIONE NEI LIMITI DEI POTERI SOPRA CONFERITI, ANCHE SE NON INNANZI ELENCAITA, E FARLE QUANT'ALTRO OPPORTUNO NELL'INTERESSE DELLA SOCIETA', SALVO QUANTO ESPRESSAMENTE DI SPETTANZA DEL CONSIGLIO DI AMMINISTRAZIONE O DELL'ASSEMBLEA, PER IL BUON FINE DEL MANDATO, DOVENDOSI INTENDERE LA SU ESTESA ELENCAZIONE DI POTERI COME ESEMPLIFICATIVA E NON TASSATIVA;
- 24. CURARE, NELL'AMBITO DEI POTERI CONFERITI, IL PUNTUALE ESPLETAMENTO DI TUTTI GLI ADEMPIMENTI PREVISTI DAL D.LGS. 196 / 2003 IN MERITO AL TRATTAMENTO DEI DATI PERSONALI, CON I POTERI PREVISTI NELL'ART. 28 DEL DECRETO LEGISLATIVO 30.6.2003 (TESTO UNICO IN MATERIA DI PROTEZIONE DEI DATI PERSONALI);
- 25. FIRMARE LIBERAMENTE TUTTI GLI ATTI E LE OPERAZIONI COMPRESI NEL MANDATO CON IL PROPRIO NOME E COGNOME, ACCOMPAGNATI DALL'INDICAZIONE DI "AMMINISTRATORE

DELEGATO" E DALLA DENOMINAZIONE SOCIALE.

Amministratore Delegato
CALLEGARI DAVIDE

Rappresentante dell'impresa
Nato a TREVISO (TV) il 28/11/1974
Codice fiscale: CLLDVD74S28L407X
domicilio
SAN VENDEMIANO (TV)
VIA PALU' 34 CAP 31020

carica

consigliere
Data atto di nomina 07/07/2021
Data iscrizione: 21/07/2021
Durata in carica: fino alla revoca

carica

amministratore delegato
Data atto di nomina 07/07/2021
Data iscrizione: 21/07/2021
Durata in carica: fino alla revoca

poteri

AL CONSIGLIERE SIG. DAVIDE CALLEGARI E' CONFERITA LA CARICA DI AMMINISTRATORE DELEGATO, CON LA RESPONSABILITA' DELLA PREDISPOSIZIONE, IN ACCORDO CON GLI ALTRI MEMBRI DEL CONSIGLIO DI AMMINISTRAZIONE, DEGLI INDIRIZZI STRATEGICI E DELLE LINEE GUIDA DELL'ATTIVITA' DELLA SOCIETA', NONCHE' CON IL COMPITO DI SOVRINTENDERE ALL'ORGANIZZAZIONE AZIENDALE, E IN PARTICOLARE, DEI SETTORI COMMERCIALE, OPERATIONS E GESTIONE DEI CANTIERI, ASSICURANDO ALTRESI' IL COORDINAMENTO DELLE SINGOLE FUNZIONI;
AL SIG. DAVIDE CALLEGARI SONO ASSEGNAI, CON FIRMA SINGOLA, I POTERI DI SEGUENTI ELENCATI:
1. RAPPRESENTARE ATTIVAMENTE E PASSIVAMENTE LA SOCIETA' DAVANTI A QUALSIASI PUBBLICA AUTORITA', GIUDIZIARIA, AMMINISTRATIVA, FISCALE E SINDACALE, SIA NAZIONALE SIA ESTERA SIA SOVRANAZIONALE, ORDINARIA O SPECIALE, IN QUALUNQUE PROCEDIMENTO, STATO, GRADO E SEDE; RENDERE LA DICHIARAZIONE DEL TERZO IN PROCEDURE ESECUTIVE;
2. FARE DIFFIDE, RICORSI, NOTIFICHE, RECLAMI IN DIFESA DEI DIRITTI E DEGLI INTERESSI DELLA SOCIETA' PRESSO QUALSIASI AMMINISTRAZIONE PUBBLICA E PRIVATA, COME PURE POTRA' ELEVARE PROTESTI, INTIMARE PRECETTI, ATTI INGIUNTIVI NEI CONFRONTI DEI CLIENTI O DI ALTRI DEBITORI MOROSI, PROCEDENDO AD ATTI CONSERVATIVI E CAUTELATIVI A SALVAGUARDIA DEGLI INTERESSI DELLA SOCIETA', COME PURE INTERVENIRE NELLE PROCEDURE CONCORSUALI, INSTUENDO CREDITI ED INTERVENENDO NELLE ADUNANZE DEI CREDITORI;
3. ESEGUIRE QALSIASI OPERAZIONE PRESSO L'AMMINISTRAZIONE PUBBLICA, LA CASSA DEPOSITI E PRESTITI, LE INTENDENZI DI FINANZA, LE POSTE E TELEGRAFI, LE TESORERIE, LE DOGANE, LE FERROVIE DELLO STATO, I VETTORI, LE COMPAGNIE DI NAVIGAZIONE E DI ASSICURAZIONE ED OGNI UFFICIO PUBBLICO E PRIVATO DI QALSIASI SEDE IN ITALIA O ALL'ESTERO, COME PURE QALSIASI ENTE O ISTITUTO SE ASSIMILATO ALLE AMMINISTRAZIONI DELLO STATO O AVENTE CARATTERISTICHE PARASTATALI O DISCIPLINE PARTICOLARI;
4. EFFETTUARE PRESSO UFFICI PUBBLICI E PRIVATI, UFFICI FERROVIARI E DOGANALI, IMPRESE DI TRASPORTO E NAVIGAZIONE, UFFICI POSTALI E TELEGRAFICI QALSIASI OPERAZIONE PER LO SVINCOLO E/O RITIRO DI MERCI, DEPOSITI, PACCHI, PIEGHI, VALORI, LETTERE ANCHE ASSICURATE, RACCOMANDATE E CONTENENTI VALORI, RILASCIANDO I RELATIVI ATTI DI QUIETANZA E DISCARICO CON OGNI FORMULA PIU' AMPIA;
5. COMPIERE TUTTE LE OPERAZIONI INERENTI ALL'ESPORTAZIONE E ALL'IMPORTAZIONE DI PRODOTTI E MATERIALI INERENTI L'AZIENDA, CON FACOLTA' DI PRESENTARE E SOTTOSCRIVERE TUTTE LE DOMANDE E I DOCUMENTI RICHIESTI, SOTTOSCRIVERE FATTURE, QUIETANZE, CERTIFICATI D'ORIGINE E DI CIRCOLAZIONE DELLE MERCI, DOCUMENTI E DICHIARAZIONI RELATIVI AD OPERAZIONI DOGANALI E VALUTARIE, ED IN GENERE QALSIASI DOCUMENTO OCCORRENTE PER LO SVOLGIMENTO DELL'ATTIVITA' COMMERCIALE DELLA SOCIETA' SIA IN ITALIA CHE ALL'ESTERO;
6. NEGOZIARE, SOTTOSCRIVERE, MODIFICARE, RISOLVERE CONTRATTI ATTIVI PER L'ACQUISIZIONE DI ORDINI E DI COMMESSE, NONCHE' TRANSIGERE E CONCILIARE EVENTUALI LITI RIFERITE AGLI STESSI;
7. STIPULARE A.T.I.T. E CONSORZI PER L'ACQUISIZIONE DI ORDINI E COMMESSE;
8. NEGOZIARE, SOTTOSCRIVERE, MODIFICARE, RISOLVERE, TRANSIGERE E CONCILIARE EVENTUALI LITI, CON RIFERIMENTO A CONTRATTI PASSIVI DI ACQUISTO E DI SUBAPPALTO

DI BENI E SERVIZI ANCHE NON NECESSARI PER DARE ESECUZIONE AGLI APPALTI ED ALLE COMMESSE IN GENERE ACQUISITE DALLA SOCIETA', QUALI, A TITOLO ESEMPLIFICATIVO E NON ESAUSTIVO, MATERIE PRIME, SEMILAVORATI, SERVIZI DI ASSEMBLAGGIO, LAVORAZIONI CONTO TERZI, SUBAPPALTI AVENTI AD OGGETTO LA POSA IN OPERA E/O CONTRATTI DI COORDINAMENTO DEI CANTIERI ETC., DI IMPORTO UNITARIO NON SUPERIORE AD EURO 1.000.000,00 (UNMILIONE,00);
9. INCASSARE SOMME E QUANT'ALTRO DOVUTO ALLA SOCIETA' DA CHIUNQUE RILASCIANDO QUIETANZE, E DISCARICHI NELLE FORME RICHIESTE, RISCUOTERE VAGLIA POSTALI E TELEGRAFICI, BUONI, CHEQUE ED ASSEGNI DI QUALSIASI SPECIE E DI QUALSIASI AMMONTARE E RILASCIANDO LE CORRISPONDENTI QUIETANZE, NONCHE' SOTTOSCRIVERE TRANSAZIONI E CONCILIAZIONI;
10. ESIGERE CREDITI DI QUALSIASI NATURA ED ENTITA' RILASCIANDONE AMPIA E DEFINITIVA QUIETANZA SIA NEI CONFRONTI DI PRIVATI CHE DI QUALSIASI PUBBLICA AMMINISTRAZIONE;
11. COSTITUIRE O RITIRARE DEPOSITI IN NUMERARIO ED IN TITOLI DALLA CASSA DEPOSITI E PRESTITI ED EVENTUALMENTE DAI DEPOSITI PROVVISORI DI PERTINENZA DELLA DIREZIONE GENERALE DEL TESORO, INCASSARE INTERESSI MATORI sui DEPOSITI DELLA SOCIETA' PRESSO LA CASSA DEPOSITI E PRESTITI, PRESSO QUALUNQUE SEDE O AGENZIA, RILASCIANDO QUIETANZE PER CONTO DELLA SOCIETA' STESSA ED EFFETTUARE OGNI E QUALSIASI OPERAZIONE CHE POSSA RENDERSI NECESSARIA;
12. RAPPRESENTARE LA SOCIETA' NELLE ASSEMBLEE DI TUTTE LE SOCIETA' CONTROLLATE E PARTECIPATE E DI OGNI ALTRO ENTE O ASSOCIAZIONE DELLE QUALI LA STESSA FACCIA A QUALSIASI TITOLO PARTE;
13. SOTTOSCRIVERE I PASSAGGI DI PROPRIETA' DEI VEICOLI AZIENDALI E TUTTI I DOCUMENTI INERENTI;
14. NOMINARE, PER CONTO DELLA SOCIETA', DIRETTORI TECNICI, CONFERIRE AD ALTRE PERSONE, NEI LIMITI DEI POTERI CONFERITI, SIA SINGOLARMENTE CHE CONGIUNTAMENTE E, PER QUANTO DI COMPETENZA DELLE SINGOLE FUNZIONI, PROCURE E DELEGHE PER IL COMPIMENTO DI TALUNI SINGOLI ATTI O CATEGORIE DI ATTI, PRECISANDONE I POTERI;
15. COMPIERE IN GENERE OGNI OPERAZIONE DI ORDINARIA AMMINISTRAZIONE NEI LIMITI DEI POTERI SOPRA CONFERITI, ANCHE SE NON INNANZI ELENCATA, E FARE QUANT'ALTRO OPPORTUNO NELL'INTERESSE DELLA SOCIETA', SALVO QUANTO ESPRESSAMENTE DI SPETTANZA DEL CONSIGLIO DI AMMINISTRAZIONE O DELL'ASSEMBLEA, PER IL BUON FINE DEL MANDATO, DOVENDOSI INTENDERE LA SU ESTESA ELENCAZIONE DI POTERI COME ESEMPLIFICATIVA E NON TASSATIVA.
INOLTRE, ALL'AMMINISTRATORE DELEGATO SIG. DAVIDE CALLEGARI, AI SENSI E PER GLI EFFETTI DELL'ART. 2361, COMMA 2, C.C. - IN POSSESSO DI TUTTI I REQUISITI DI PROFESSIONALITA' ED ESPERIENZA NECESSARI PER SVOLGERE LE FUNZIONI CHE GLI VENGONO DELEGATE - VENGONO ATTRIBUITI TUTTI I POTERI, NESSUNO ESCLUSO, CONCERNENTI L'ORGANIZZAZIONE, LA GESTIONE ED IL CONTROLLO DELL'IMPRESA IN MATERIA DI SICUREZZA DEL LAVORO, DI TECNOPATIE E DI IGIENE DEL LAVORO E, IN PARTICOLARE, I POTERI DI ORGANIZZAZIONE E DI SCELTA DELLE MISURE IGIENICHE ED ANTINFORTUNISTICHE, AL FINE DI ASSICURARE IL COMPLETO ASSOLVIMENTO DEGLI OBBLIGHI DI ATTUAZIONE DELLE MISURE IGIENICHE E DI PREVENZIONE ED IL RELATIVO CONTROLLO, GARANTENDO IL PIENO E TEMPESTIVO RISPETTO E LA SCRUPOLOSA OSSERVANZA DELLE NORME IN MATERIA DI SICUREZZA ED IGIENE DEL LAVORO, OPPORTUNAMENTE INFORMANDO ED ISTRUENDO IL PERSONALE PREPOSTO E TUTTI GLI ADDETTI AI LAVORI, E CONTROLLANDO CON ASSIDUITA' GLI STABILIMENTI, GLI UFFICI ED I CANTIERI ESTERNI CON PIENA ED ASSOLUTA AUTONOMIA ED INDIPENDENZA.
L'AMMINISTRATORE DELEGATO DAVIDE CALLEGARI ASSUMERA' QUINDI IL RUOLO E LA FUNZIONE DI DATORE DI LAVORO AI SENSI E PER GLI EFFETTI DI CUI AL DECRETO LEGISLATIVO 81/2008, CON I RELATIVI OBBLIGHI.
A TITOLO ESPLICATIVO E NON ESAUSTIVO GLI SONO CONFERITI I POTERI DI:
A) DISPORRE, CON POTERI AUTONOMI E NEI LIMITI DI SPESA INDICATI, LA CONCRETA ATTUAZIONE E LA PUNTUALE OSSERVANZA DELLE NORME E IN MATERIA AMBIENTALE, PREVENZIONE INFORTUNI E L'IGIENE DEL LAVORO E DI TUTTE LE NORME VIGENTI IN MATERIA NONCHE' DIRETTIVE ED ORDINI IMPARTITI DA PUBBLICHE AUTORITA', SOLLEVANDO LA DIREZIONE AZIENDALE DA OGNI RESPONSABILITA', CON FACOLTA' DI CONSULTARE I CONSULENTI LEGALI E TECNICI INTERNI ED ESTERNI ALL'AZIENDA, DI SOSPENDERE, CON CONTESTUALE COMUNICAZIONE AL PRESIDENTE DEL CONSIGLIO DI AMMINISTRAZIONE DELLA SOCIETA', ANCHE SOLO PARZIALMENTE, L'ATTIVITA' LAVORATIVA AL VERIFICARSI DI UN PERICOLO GRAVE ED IMMEDIATO PER LA SICUREZZA E LA SALUTE DEGLI ADDETTI E SEGNALARE ALLO STESSO GLI EVENTUALI INFORTUNI O EVENTI DANNOSI CHE POSSANO VERIFICARSI NEL CORSO DELL'ATTIVITA', NONCHE' RAPPRESENTARE LA SOCIETA' AVANTI AD OGNI PUBBLICA AUTORITA', IVI COMPRESA LA MAGISTRATURA;
B) DARE DIRETTIVE PER LA COSTANTE OSSERVANZA DELLE NORME IGIENICO - SANITARIE, ANTINFORTUNISTICHE, AMBIENTALI E, IN COLLABORAZIONE CON LA DIREZIONE AMMINISTRATIVA, PER LA SCRUPOLOSA OSSERVANZA DELLE DISPOSIZIONI FISCALI IN GENERE;
C) CURARE L'OSSERVANZA DI TUTTE LE NORMATIVE E DISPOSIZIONI IN MATERIA DI

SICUREZZA E DI IGIENE SUL LAVORO, PREVIDENZA, PREVENZIONE DEGLI INCENDI, ANTIQUINAMENTO - CON RIFERIMENTO A SCARTCHI, TUTELA DELL'AMBIENTE E QUANT'ALTRO -, AUTORIZZANDOLO AD ESIGERE E DISPORRE APFINCHE' TUTTI I PREPOSTI ED I LAVORATORI, NELL'AMBITO DELLE SINGOLE CATEGORIE E MANSIONI, OSSERVINO TALI NORME. A TAL FINE GLI VIENE CONFERITO OGNI POTERE DI INIZIATIVA, DI SPESA E DI CONTROLLO CHE SIA UTILE E CORRELATO AL BUON ANDAMENTO DELLA PRODUZIONE, ALLA QUALITA' DEL PRODOTTO, ALLA SICUREZZA DEGLI IMPIANTI ED ALLA INCOLUMITA', SALUTE E SICUREZZA DELLE MAESTRANZE E DI CHIUNQUE VI OPERI, CON RIFERIMENTO A TUTTI I SETTORI, UNITA' DELL'AZIENDA E LUOGHI DI LAVORO ALL'INTERNO DELL'AZIENDA, NONCHE' ALLA SICUREZZA AMBIENTALE;

D) RAPPRESENTARE A TUTTI GLI EFFETTI LA SOCIETA' NEI CONFRONTI DEI TERZI ED IN PARTICOLARE NEI CONFRONTI DELL'INAIL E DELLE ALTRE AUTORITA' ED ENTI PREPOSTI ALL'APPLICAZIONE DELLE NORMATIVE COMPRESE NELL'OGGETTO DELLA DELEGA ED IN PARTICOLARE SOTTOSCRIVERE VERBALI RELATIVI A VISITE ISPETTIVE DI PUBBLICI FUNZIONARI PER VERIFICHE E CONTROLLI SULLE ATTIVITA' DI CUI AI PUNTI PRECEDENTI.

PER DARE ESECUSIONE AI POTERI DELEGATI DI CUI SOPRA, VIENE CONCESSO ALL'AMMINISTRATORE DELEGATO SIGNOR DAVIDE CALLEGARI OGNI POTERE UTILE E/O NECESSARIO, VALIDAMENTE IMPEGNANDO LA SOCIETA' FINO AD IMPORTI MASSIMI, PER OGNI INTERVENTO, DI EURO 100.000,00 (CENTOMILA/00), SALVO I CASI DI URGENZA PER I QUALI NON C'E' LIMITE DI SPESA.

L'AMMINISTRATORE DELEGATO SIG. DAVIDE CALLEGARI POTRA' ALTRESI':

16. FIRMARE LIBERAMENTE PER TUTTI GLI ATTI E LE OPERAZIONI COMPRESI NEL MANDATO CON IL PROPRIO NOME E COGNOME, ACCOMPAGNATI DALL'INDICAZIONE DI "AMMINISTRATORE DELEGATO" E DALLA DENOMINAZIONE SOCIALE.

6 Titolari di altre cariche o qualifiche

Procuratore Speciale	FRATTAROLO DIEGO
Socio Unico	SOMEc SPA

Procuratore Speciale
FRATTAROLO DIEGO

Nato a VETRALLA (VT) il 22/01/1969

Codice fiscale: FRTDGI69A22L814M

domicilio
SAN VENDEMIANO (TV)
VIA PALU' 34 CAP 31020 FRAZIONE ZOPPE'

carica

procuratore speciale

Data atto di nomina 11/03/2020

Data iscrizione: 16/03/2020

poteri

CON ATTO IN DATA 11/3/2020 N. 26902 DI REP. NOTAIO CONTENTO DI MONTEBELLUNA SONO ATTRIBUITI A FRATTAROLO DIEGO,

DOMICILIATO PER LA QUALIFICA PRESSO LA SEDE LEGALE DELLA SOCIETA', NELLA SUA QUALITA' DI RESPONSABILE DEL PERSONALE, E IN NOME E PER CONTO DELLA STESSA SOCIETA', I POTERI PER COMPIERE QUANTO SEGUVE:

- ASSUMERE, TRASFERIRE E LICENZIARE PERSONALE IMPIEGATIZIO (ESCLUSI DIRIGENTI) ED OPERAIO, CURANDO L'ESECUZIONE E L'OSSERVANZA DI TUTTI I RELATIVI ADEMPIMENTI E PRESCRIZIONI, IVI COMPRESI QUELLI RIGUARDANTI I CENTRI PER L'IMPIEGO;
- CURARE L'AMMINISTRAZIONE DEL PERSONALE IN GENERE, CONFERENDOGLI OGNI POTERE ALL'UOPO NECESSARIO E, QUINDI, CURARE ANCHE I RELATIVI ADEMPIMENTI IN RELAZIONE ALLA TUTELA DELLA SALUTE DEI LAVORATORI;
- CURARE LA REGOLARE TENUTA DEI LIBRI E DELLE SCRITTURE RELATIVE AI RAPPORTI DI LAVORO SUBORDINATO;
- CURARE L'ADEMPIMENTO DI TUTTI GLI ONERI CONTRIBUTIVI E FISCALI ATTINENTI AI RAPPORTI DI LAVORO, SVOLGENDO QUALSIASI PRATICA CONCERNENTE I DIPENDENTI PRESSO I COMPETENTI ISTITUTI PREVIDENZIALI, ASSISTENZIALI, FISCALI, ASSICURATIVI E DI CONTROLLO, INCLUSA LA PREDISPOSIZIONE E IL RILASCIO DELLE PREVISTE DICHIARAZIONI;
- STIPULARE CONTRATTI PER LA FORNITURA DI SERVIZI INERENTI AL PERSONALE;
- RAPPRESENTARE LA SOCIETA' AVANTI GLI ISPETTORI DEL LAVORO E AVANTI LE ORGANIZZAZIONI SINDACALI;

- STIPULARE ACCORDI SINDACALI;
- FIRMARE LA CORRISPONDENZA PER GLI ASPECTTI DI COMPETENZA.
CON RIFERIMENTO AI POTERI CONFERITI CON LA PRESENTE PROCURA, IL QUI NOMINATO
PROCURATORE VIENE, QUINDI, INVESTITO DI OGNI PIU' AMPIA FACOLTA', SENZA LIMITI
DI TEMPO, SALVO REVOCA DA PARTE DELLA SOCIETA' O RINUNZIA DA PARTE DELLO
STESO, SENZA CHE GLI SI POSSA OPPORRE DIFETTO DI POTERI, E CON PROMESSA DI
AVERE IL SUO OPERATO RATO E VALIDO SENZA BISOGNO DI ULTERIORE CONFERMA O
RATIFICA, IL TUTTO CON OBBLIGO DI RENDICONTO.

Socio Unico

SOMEc SPA Codice fiscale 04245710266

sede

SAN VENDEMIANO (TV)
VIA PALU' 30 CAP 31020 FRAZIONE ZOPPE'

carica

socio unico
dal 16/06/2021
Data iscrizione: 17/06/2021

7 Trasferimenti d'azienda, fusioni, scissioni, subentri

Trasferimenti d'azienda e compravendite

Tipo di atto	Data atto	Nr protocollo	Cedente	Cessionario
compravendita	30/10/2019	VE-2019-119988	MK S.A.S. DI ZAN[.] C.F. 03812220279	HYSEA SRL C.F. 00767710262

Trasferimenti di proprietà o godimento d'azienda

compravendita <i>estremi della pratica</i> <i>estremi ed oggetto dell'atto</i>	Data atto: 30/10/2019 Data protocollo: 05/11/2019 Notaio: CNTMTT73C27L407C Numero repertorio: 26307 Cedente: MK S.A.S. DI ZANETTI MASSIMILIANO & C. Codice fiscale: 03812220279 Denominazione del soggetto alla data della denuncia: MK S.A.S. DI ZANETTI MASSIMILIANO & C. Cessionario: HYSEA SRL Codice fiscale: 00767710262 Denominazione del soggetto alla data della denuncia: HYSEA S.R.L.	Data deposito: 05/11/2019 Numero protocollo: VE-2019-119988
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8 Attività, albi ruoli e licenze

Addetti 6

Data d'inizio dell'attività dell'impresa 10/12/1980

Attività esercitata

DAL 08/09/2017 PROGETTAZIONE E COSTRUZIONE DI ALLESTIMENTI PER INTERNI

Attività

inizio attività
(*informazione storica*) Data inizio dell'attività dell'impresa: 10/12/1980

attività esercitata nella sede legale DAL 08/09/2017 PROGETTAZIONE E COSTRUZIONE DI ALLESTIMENTI PER INTERNI

Classificazione ATECORI 2007-2022 dell'attività
(codici di fonte Agenzia delle Entrate)

Codice: 31.09.1 - fabbricazione di mobili per arredo domestico
Importanza: prevalente svolta dall'impresa

Codice: 31.09.1 - fabbricazione di mobili per arredo domestico
Importanza: primaria Registro Imprese

Addetti
(elaborazione da fonte INPS)

Numero addetti dell'impresa rilevati nell'anno 2021
(Dati rilevati al 31/12/2021)

	I trimestre	II trimestre	III trimestre	IV trimestre	Valore medio
Dipendenti	8	7	6	4	6
Indipendenti	0	0	0	0	0
Totale	8	7	6	4	6

	I trimestre	II trimestre	III trimestre	IV trimestre	Valore medio
Collaboratori	1	2	0	0	1

Addetti nel comune di VIGONZA (PD)
Unità locali: 1

	I trimestre	II trimestre	III trimestre	IV trimestre	Valore medio
Dipendenti	3	2	1	0	2
Indipendenti	0	0	0	0	0
Totale	3	2	1	0	2

Addetti nel comune di SAN VENDEMIANO (TV)
Sede e Unità locali: 2

	I trimestre	II trimestre	III trimestre	IV trimestre	Valore medio
Dipendenti	5	5	4	0	5
Indipendenti	0	0	0	0	0
Totale	5	5	4	0	5

Addetti nel comune di SAN BIAGIO DI CALLALTA (TV)
Unità locali: 3

	IV trimestre
Dipendenti	4
Indipendenti	0
Totale	4

9. Sedi secondarie ed unità locali

Unità Locale n. TV/3

VIA ARRIGO BOITO 23 SAN BIAGIO DI CALLALTA (TV) CAP 31048

Unità Locale n. TV/3

Magazzino, Ufficio Di Rappresentanza

Data apertura: 01/10/2021

Indirizzo

SAN BIAGIO DI CALLALTA (TV)

VIA ARRIGO BOITO 23 CAP 31048

Classificazione ATECORI 2007-2022 dell'attività

Codice: 31.09.1 - fabbricazione di mobili per arredo domestico
Importanza: prevalente svolta dall'impresa

(codice di fonte Agenzia delle Entrate)

10 Aggiornamento impresa

Data ultimo protocollo

27/10/2021

/logo Komore/

Komora za gospodarstvo, industriju, obrt i poljoprivrednu TREVISO-BELLUNO

Registar trgovačkih društava – Službeni arhiv Komore za gospodarstvo, industriju, obrt i poljoprivrednu

Na ovoj stranici nalazi se sažetak informacija navedenih u izvatu koji se ne može smatrati iscrpnim, već mu je svrha poslužiti isključivo kao sažeti prikaz.

REDOVNI IZVADAK ZA DRUŠTVO KAPITALA

HYSEA SRL
/HYSEA d.o.o./

/QR kod/
F4FB8D

QR kod služi za provjeru istovjetnosti ovog dokumenta i dokumenta koji je pohranjen u trenutku izdavanja. Za provjeru koristite aplikaciju Registar trgovačkih društava QR Code ili posjetite službenu stranicu Registar trgovačkih društava.

OPĆI PODACI

Adresa registriranog sjedišta	VIA PALU' 34, 31020 SAN VENDEMIANO (TV), ODJELJENJE: ZOPPE'
Digitalna adresa/Adresa certificirane e-pošte (PEC)	hysea@pec.hysea.it
Telefon	0438 96307
Upis u Registar ekonomskih i administrativnih podataka (REA)	TV - 146464
OIB i br. upisa u Registar trgovačkih društava	00767710262
PDV broj	00767710262
Pravni oblik	društvo s ograničenom odgovornošću
Datum osnivačkog akta	10.12.1980.
Datum upisa	20.2.1981.
Datum posljednjeg urudžbiranja	27.10.2021.
Predsjednik Uprave	OSCAR MARCHETTO <i>Zastupnik društva</i>
Izvršni direktor	DAVIDE CALLEGARI <i>Zastupnik društva</i>

DJELATNOST DRUŠTVA

Status djelatnosti	Društvo posluje
Datum početka obavljanja djelatnosti	10.12.1980.
Djelatnost društva	Od 8.9.2017. projektiranje i izrada unutarnje opreme
Oznaka ATECO (Nacionalni sustav klasifikacije gospodarskih djelatnosti)	31.09.1
Oznaka NACE	31.09
Djelatnost uvoza i izvoza	-
Ugovor o povezivanju	-
Stručni registri i licencije	-
Registri i udruženja vezani uz zaštitu okoliša	-

DRUŠTVO U BROJKAMA

Temeljni kapital	100.000,00
Broj zaposlenika na dan 31.12.2021.	6
Članovi društva i nositelji prava na dionice i udjele	1
Članovi uprave	3
Nositelji dužnosti	2
Revisori, nadzorna tijela	0
Područne jedinice	1
Dokumentacija dostavljena u zadnjih 12 mjeseci	11
Prijenosi udjela	3
Prijenos sjedišta	0
Udjeli (1)	-

POTVRDE DRUŠTVA

Potvrda certifikacijskih tijela za nadzor javnih radova (SOA)	-
Potvrde KVALITETE	-

DOSTUPNE ISPRAVE

Godišnji finansijski izvještaj	2020.-2019.-2018.-2017.-2016.-...
Spis	da
Društveni ugovor	da
Ostali akti	33

/logo Komore/

Komora za gospodarstvo, industriju, obrt i poljoprivredu TREVISO-BELLUNO

Registrar trgovačkih društava – Službeni arhiv Komore za gospodarstvo, industriju, obrt i poljoprivredu

(1) Navesti ako društvo ima udjele u drugim društvima, temeljem uvida u popis članova ili prijenosa udjela.

O

O

Registar trgovačkih društava
Službeni arhiv Komore za gospodarstvo, industriju, obrt i poljoprivredu
Ispрава br. T 475416637
Izvadak iz Registra trgovačkih društava na dan 12.5.2022.

HYSEA SRL
Porezni broj 00767710262

Sadržaj

1	Sjedište	3
2	Podaci iz osnivačkog akta/društvenog ugovora	3
3	Kapital i finansijski instrumenti	5
4	Članovi društva i nositelji prava na dionice i udjele	6
5	Članovi uprave	7
6	Nositelji ostalih dužnosti i kvalifikacija	15
7	Prijenosi društva, spajanja, odvajanja	16
8	Djelatnosti, stručni registri i licencije	16
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10	Ažuriranje društva	18

1. Sjedište

Adresa registriranog sjedišta	VIA PALU' 34, 31020 SAN VENDEMIANO (TV) ODJELJENJE ZOPPE' TELEFON: 0438 96307 hysea@pec.hysea.it
Digitalna adresa/Službena adresa certificirane e-pošte (PEC):	
PDV broj	00767710262
Broj upisa u Registar ekonomskih i administrativnih podataka (REA)	TV-146464
Datum upisa:	20.2.1981.

Dodatne informacije: NEOGRANIČENO TRAJANJE

2. Podaci iz osnivačkog akta/društvenog ugovora

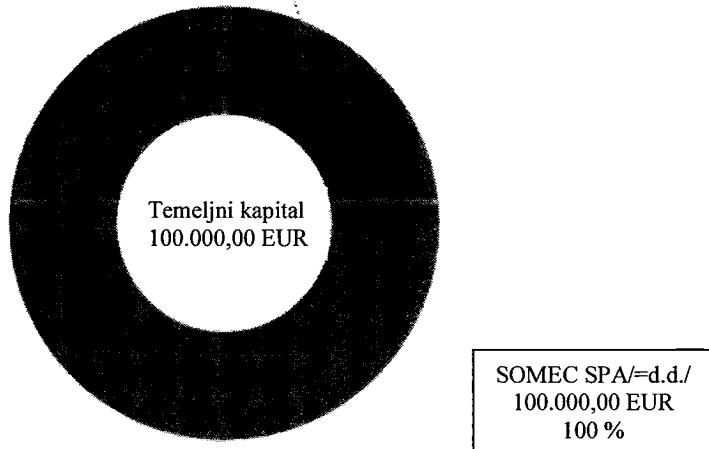
Registar trgovačkih društava	OIB i broj upisa: 00767710262 Datum upisa: 19.2.1996. Odjeljci: upisano u REDOVNI odjel Datum osnivačkog akta: 10.12.1980. Uprava (na dužnosti) DRUŠTVO U ITALIJI I INOZEMSTVU, ZA JAVNA I PRIVATNA TIJELA, POSLUJE U SLJEDEĆIM SEKTORIMA: SMJEŠTAJNI, UPRAVLJAČKI, TRGOVAČKI, INDUSTRIJSKI, HOTELSKI, POMORSKI, MUZEJSKI I
Podaci o osnivanju Sustav upravljanja Predmet poslovanja	DRUŠTVOM MOŽE UPRAVLJATI: -JEDINI ČLAN UPRAVA -UPRAVA SASTAVLJENA OD MINIMALNO DVA ČLANA I JEDNOG... Društvene grupe
Ovlasti iz društvenog ugovora	
Ostali podaci iz društvenog ugovora	

Registrar trgovačkih društava
Službeni arhiv Komore za gospodarstvo, obrt i poljoprivredu
Isprava br. T 475416637
Izvadak iz Registra trgovačkih društava na dan 12.5.2022.

HYSEA SRL
Porezni broj 00767710262

4. Članovi društva i nositelji prava na dionice i udjele

Sažeti prikaz vlasničke strukture društva i drugih nositelja prava na dionice ili udjele društva na dan 16.6.2021.



Grafikon i tablica predstavljaju sažeti prikaz vlasničke strukture društva isključivo u smislu vlasničkih prava, koji ne zamjenjuje osiguranje javnosti djelovanja, u svrhu kojeg se navodi popis članova društva, u kojem su navedena i eventualna ograničenja prava vlasništva nad udjelima.

Član društva	Vrijednost	%	Vrsta prava
SOMECH SPA 04245710266	100.000,00	100 %	Vlasništvo

Popis članova društva i drugih nositelja prava na dionice ili udjele društva na dan 16.6.2021.

Temeljni kapital Temeljni kapital izjavljen u obrascu kojim je pohranjen popis članova društva:
100.000,00 EUR

Vlasništvo Nominalni udio od 100.000,00 EUR

Od čega uplaćeno: 100.000,00
Porezni broj: 04245710266
Vrsta prava: vlasništvo
Adresa nositelja prava ili zajedničkog zastupnika
VIA PALU' 30, 31020 SAN VENDEMIANO (TV), odjeljenje ZOPPE'

Promjene u društvenim udjelima koje su doveli do gornjeg popisa

postupak s aktom od 9.6.2021.

Redovni izvadak za društvo kapitala

6 od 18

Registar trgovačkih društava
Službeni arhiv Komore za gospodarstvo, industriju, obrt i poljoprivredu
Ispрава br. T 475416637
Izvadak iz Registra trgovačkih društava na dan 12.5.2022.

HYSEA SRL
Porezni broj 00767710262

5. Članovi uprave

Predsjednik uprave	OSCAR MARCHETTO	zastupnik društva
Izvršni direktor	ALESSANDRO ZANCHETTA	
Izvršni direktor	DAVIDE CALLEGARI	zastupnik društva

Upravno tijelo na dužnosti

Uprava
Broj članova: 3
Trajanje dužnosti: do opoziva

Popis članova uprave

Predsjednik uprave

OSCAR MARCHETTO

prebivalište

Zastupnik društva

Rođen 11.6.1964. u PONTE DI PIAVE (TV)

Talijanski OIB: MRCSCR64H11G846F

VIA PALU' 34, 31020 SAN VENDEMIANO (TV), ODJELJENJE ZOPPE'

dužnost

član uprave

Imenovan aktom od 11.9.2017.

Datum upisa: 26.9.2017.

Trajanje mandata: do opoziva

dužnost

predsjednik uprave

Imenovan aktom od 11.9.2017.

Datum upisa: 26.9.2017.

Trajanje mandata: do opoziva

dužnost

izvršni direktor

Imenovan aktom od 7.11.2017.

Datum upisa: 12.12.2017.

Trajanje mandata: do opoziva

ovlasti

PREDSJEDNIKU UPRAVE G. OSCARU MARCHETTIJU DODIJELJENA JE DUŽNOST IZVRŠNOG DIREKTORA SA ZADAĆOM NADGLEDANJA I KOORDINIRANJA UPRAVLJANJA DRUŠTVOM, JAMČEĆI UNUTARNJE FUNKCIONIRANJE UPRAVE; NADALJE, IMENOVANI IMA DUŽNOST ORGANIZACIJE I UPRAVLJANJA SEKTORIMA: INFORMATION SYSTEMA, ISTRAŽIVANJA I RAZVOJA TE MARKETINGA.

IZVRŠNOM DIREKTORU OSCARU MARCHETTIJU DODIJELJENE SU SLJEDEĆE OVLASTI KOJE IZVRŠAVA S POJEDINAČNIM POTPISOM:

1. AKTIVNO I PASIVNO ZASTUPATI DRUŠTVO PRED BILO KOJIM JAVNIM, SUDSKIM, UPRAVIM, POREZNIM, SINDIKALNIM TIJELOM, REDOVNIM ILI POSEBNIM, BILO U ITALIJI I INOZEMSTVU, U BILO KOJEM POSTUPKU, STATUSU, STUPNU I SJEDIŠTU; SASTAVLJATI IZJAVE KAO TREĆA OSOBA U OVRŠNOM POSTUPKU;

Registrar trgovinskih društava
Službeni arhiv Komore za gospodarstvo, industriju, obrt i poljoprivredu
Isprava br. T 475416637
Izvadak iz Registra trgovinskih društava na dan 12.5.2022.

HYSEA SRL
Porezni broj 00767710262

Izvršni direktor
ALESSANDRO ZANCHETTA
prebivalište

Roden 13.5.1969. u ODERZU (TV)
Talijanski OIB:ZNCLSN69E13F999S
VIA PALU' 34, 31020 SAN VENDEMIANO (TV), ODJELJENJE ZOPPE'

dužnost

član uprave
Imenovan aktom od 11.9.2017.
Datum upisa: 26.9.2017.
Trajanje mandata: do opoziva

dužnost

izvršni direktor
Imenovan aktom od 7.11.2017.
Datum upisa: 12.12.2017.
Trajanje mandata: do opoziva

ovlasti

G. ALESSANDRU ZANCHETTIJU DODIJELJENA JE DUŽNOST IZVRŠNOG DIREKTORA SA ZADAĆOM NADGLEDANJA I KOORDINIRANJA FUNKCIJA U UPRAVNOM I FINANSIJSKOM PODRUČJU, PODRUČJU LJUDSKIH RESURSA I OPĆIH USLUGA.
IZVRŠNOM DIREKTORU ALESSANDRU ZANCHETTIJU DODIJELJENE SU SLJEDEĆE OVLASTI KOJE MOŽE IZVRŠAVATI S POJEDINAČNIM POTPISOM:
1. ZASTUPATI DRUŠTVO PRI ZAVODIMA ZA MIROVINSKO OSIGURANJE, ZAVODIMA ZA OSIGURANJE OD OZLJEDA NA RADU, UREDIMA ZA ZAPOŠLJAVANJE I PRED SVIM DRUGIM TIJELIMA I ZAVODIMA KOJI SU NADLEŽNI ZA UREĐENJE RADNOG ODNOŠA TE ZASTUPATI DRUŠTVO PRED SINDIKALnim I SLIČnim ORGANIZACIJAMA I ZASTUPNIŠTVIMA, UZ ISKLJUČENJE SVIH POSTUPAKA POVEZANIH UZ RADNI ODNOŠI ZAPOSLENIKA S KVALIFIKACIJAMA DIREKTORA;
2. ZASTUPATI DRUŠTVO PRED BILO KOJIM JAVnim, OPĆINSKIM, POKRAJINSKIM, REGIONALnim I UPRAVNIM TIJELOM TE POVJERENSTVIMA BILO KOJEG STUPNJA; ZASTUPATI DRUŠTVO PRED POREZNIM TIJELIMA PRI ČEMU JE OVLAŠTEN PODNOSITI I POTPISIVATI ZAHTJEVE, GODIŠNJE I PERIODIČKE PRIJAVE VEZANE UZ IZRAVNE I NEIZRAVNE POREZE, POTPISIVATI IZJAVE POSLODAVCA O POREZIMA ZAPOSLENIKA (PRI ČEMU SU ISKLJUČENI DIREKTORI) I TREĆIH OSOBA, PODNOSITI ŽALBE, ZAHTJEVE, PODNESKE I ZASTUPATI DRUŠTVO PRED POREZNIM POVJERENSTVIMA BILO KOJEG REDA I STUPNJA. OVLAŠTEN JE U TU SVRHU POD-OPUNOMOĆITI, IMENOVATI I OPONOMOĆITI, IMENOVATI I OPOZVATI PROKURISTE, ODVJETNIKE I VJEŠTAKE.;

Registrar trgovačkih društava
Službeni arhiv Komore za gospodarstvo, industriju, obrt i poljoprivredu
Ispрава br. T 475416637
Izvadak iz Registra trgovačkih društava na dan 12.5.2022.

HYSEA SRL
Porezni broj 00767710262

Izvršni direktor
DAVIDE CALLEGARI

prebivalište

Zastupnik društva
Rođen 28.11.1974. u TREVISU (TV)
Talijanski OIB: CLLDVD74S28L407X
VIA PALU' 34, 31020 SAN VENDEMIANO (TV), ODJELJENJE ZOPPE'

dužnost

član uprave
Imenovan aktom od 7.7.2021.
Datum upisa: 21.7.2021.
Trajanje mandata: do opoziva

ovlasti

izvršni direktor
Imenovan aktom od 7.7.2021.
Datum upisa: 21.7.2021.
Trajanje mandata: do opoziva

G. DAVIDE CALLEGARIJU DODIJELJENA JE DUŽNOST IZVRŠNOG DIREKTORA PRI ČEMU JE, U DOGOVORU S OSTALIM ČLANOVIMA UPRAVE, ODOGOVORAN ZA IZRADU STRATEŠKIH SMJERNICA I SMJERNICA POSLOVANJA DRUŠTVA, UZ ZADAĆU SUDJELOVANJA U ORGANIZACIJI DRUŠTVA, A POSEBICE U ORGANIZACIJI TRGOVAČKOG I OPERATIVNOG SEKTORA, GRADILIŠTA, BRINUĆI O KOORDINACIJI POJEDINIH FUNKCIJA. IZVRŠNOM DIREKTORU DAVIDE CALLEGARIJU DODIJELJENE SU SLJEDEĆE OVLASTI KOJE MOŽE IZVRŠAVATI S POJEDINAČNIM POTPISOM:
1. AKTIVNO I PASIVNO ZASTUPATI DRUŠTVO PRED BILO KOJIM JAVNIM, SUDSKIM, UPRAVIM, POREZNIM, SINDIKALNIM TIJELOM, REDOVNIM ILI POSEBNIM, BILO U ITALIJI I INOZEMSTVU, U BILO KOJEM POSTUPKU, STATUSU, STUPNU I SJEDIŠTU; SASTAVLJATI IZJAVE KAO TREĆA OSOBA U OVRŠNOM POSTUPKU;
2. UPUĆIVATI UPOZORENJA, ŽALBE, OBAVIJESTI, PRITUŽBE U POGLEDU ZAŠTITE PRAVA DRUŠTVA PRED BILO KOJOM JAVNOM ILI PRIVATNOM UPRAVOM. TAKOĐER MOŽE PODNOSITI PROTESTE, NALOŽITI PLAĆANJA, PRISILNA PLAĆANJA NA TERET KlijENTA I DRUGIH DUŽNIKA, POKREĆUĆI AKTE U CILJU ZAŠTITE INTERESA DRUŠTVA. TAKOĐER JE OVLAŠTEN SUDJELOVATI U STEČAJNIM POSTUPCIMA NAVODEĆI POTRAŽIVANJA I SUDJELUJUĆI NA SASTANCIMA VJEROVNIKA.

Redovni izvadak za društvo kapitala **13 od 18**

/ostatak teksta izostavljen na zahtjev stranke, op.prev./

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

Novigrad, 20. svibnja 2022.
Br. ov.: 764/2022

Ivana Jugovac, mag.



Ovaj prijevod sastoji se od
7 listova / 3 stranice prijevoda
Br. OV.: 750-1/2022
Datum: 18. svibnja 2022.

Ovjereni prijevod s engleskog jezika

DIV GROUP Ltd., društvo koje je ustrojeno i koje postoji prema pravu Republike Hrvatske, sa sjedištem na adresi Bobovica 10A, Samobor, Hrvatska, EU PDV identifikacijski broj: HR33890755814, kojeg samostalno i nezavisno zastupa Tomislav Debeljak, Predsjednik Uprave (u nastavku: **DIV**),

i

HYSEA S.R.L., društvo koje je ustrojeno i koje postoji prema pravu Talijanske Republike, sa sjedištem na adresi Via Palunr 34, S. Vendemiano, Treviso, Italija, EU PDV identifikacijski broj: IT00767710262, kojeg samostalno i nezavisno zastupa DAVIDE CALLEGARI, Glavni direktor (u nastavku: **HYSEA**)

DIV i HYSEA se u nastavku skupno nazivaju Ugovorne strane ili pojedinačno Ugovorna strana

sklopili su sljedeći

UGOVOR O NAGODBI (u nastavku: **Ugovor**)

UVOD

Članak 1.

1. S obzirom da:

- 1.1. Ugovorne strane potvrđuju da su stupili u poslovnu suradnju za izradu radioničke dokumentacije, materijala, isporuku, izgradnju, radove na sklapanju, ispitivanju i puštanju u rad prostora za novogradnju 485, te da su u ovu svrhu potpisali sljedeće ugovore:
 - a) Ugovor po načelu „ključ u ruke“ od 25. kolovoza 2020.
(u nastavku: **Ugovori za NB 485**).
- 1.2. Ugovorne strane žele riješiti sva neriješena pitanja vezano za Ugovore za NB 485.
- 1.3. na dan sklapanja ovog Ugovora, društvo DIV obvezno je izvršiti uplatu društvu HYSEA u iznosu od 316.000,00 EUR koji se odnosi na sve iznose platitive prema Ugovorima za NB 485.
- 1.4. Ugovorne strane potvrđuju da su oba društva, i DIV i HYSEA, pretrpjeli štetu zbog kašnjenja u izvršavanju radova prema Ugovorima za NB 485.

- 1.5. Ugovorne strane potvrđuju da društvo DIV ima potraživanje prema društvu HYSEA prema Ugovorima za NB 485 na temelju ugovorne kazne za kašnjenje u izvršavanju Radova u iznosu od 218.040,00 EUR kao i u iznosu od 538.780,00 EUR na temelju ugovorne kazne za kašnjenje s isporukom dokumentacije, što ukupno iznosi 756.820,00 EUR.

PREDMET UGOVORA

Članak 2.

2. Nakon pregovora u dobroj vjeri, društvo DIV i društvo HYSEA ovime su suglasni riješiti sva neriješena pitanja vezana za Ugovore za NB 485 pod sljedećim uvjetima i odredbama:
 - 2.1. Društvo DIV će najkasnije do 15. listopada 2021. platiti društvu HYSEA ukupni iznos od 316,000.00 EUR kao iznos dugovanja prema Ugovorima za NB 485.
 - 2.2. Nakon plaćanja iznosa iz prethodnog stavka, HYSEA i DIV više neće imati nikakvih nepodmirenih potraživanja prema Ugovoru za NB 485, a za preostale radove na NB 485 DIV i HYSEA trebaju iznova definirati, ugovoriti i potpisati ugovore.
 - 2.3. Društvo HYSEA suglasno je da će pokrenuti izvršenje obveza prema novom Ugovoru za NB 485 prema sporazumno utvrđenom i definiranom novom Vremenskom rasporedu projekta, gdje je završetak radova predviđen za ožujak 2022.
 - 2.4. Novim datumom završetka prema Ugovorima za NB 485 smatra se 15. ožujak 2022. Trajanje valjanosti Jamstva izvedbe računa se prema Datumu završetka definiranom u prethodnoj rečenici.

DIV GROUP Ltd. a company organized and existing under the laws of Croatia, having its registered office at Bobovica 10A, Samobor, Croatia, EU VAT identification number: HR 33890755814, represented solely and independently by Tomislav Debeljak, President of the Management Board, (hereinafter DIV),

and

HYSEA S.R.L., a company organized and existing under the laws of Italy, having its registered office at Via Palunr. 34, S. Vendemiano, Treviso, Italy, EU VAT identification number: IT 00767710262, represented solely and independently by DAVIDE CALLEGARI, General manager (hereinafter HYSEA),

DIV and HYSEA hereinafter sometimes collectively referred to as **the Parties** or each individually **the Party**,

have entered into this

SETTLEMENT AGREEMENT

(hereinafter **Agreement**)

BACKGROUND

Article 1

1 Considering that:

- 1.1 The Parties acknowledge they have entered into business cooperation regarding production of workshop documentation, material, delivery, construction, assembly works, testing and commissioning of the premises for newbuilding 485, and for this purpose the Parties have signed the following contracts:
 - a) Turnkey Contract on 25th of August 2020
(hereinafter **Contracts for NB 485**)
- 1.2 The Parties wish to resolve all outstanding matters regarding the Contracts for NB 485.
- 1.3 As of the date of this Agreement, DIV is obliged to make payment towards HYSEA in the amount of 316.000,00 EUR which amount refers to all amounts due under Contracts for NB 485.
- 1.4 The Parties acknowledge that both DIV and HYSEA have suffered damages due to delays in the performance of Works under Contracts for NB 485.

1.5 The Parties acknowledge that DIV has a claim towards HYSEA under Contracts for NB 485 based on contractual penalty for delay in execution of the Work in the amount 218.040,00 EUR as well as the amount of 538.780,00 EUR based on contractual penalty for delays with the delivery of documentation, amounting in total 756.820,00 EUR.

SUBJECT MATTER OF THE AGREEMENT

Article 2

2 After good-faith negotiations, DIV and HYSEA hereby agree to settle *all* outstanding matters regarding the Contracts for NB 485 on the following terms and conditions:

2.1 DIV will pay HYSEA the total amount of 316.000,00 EUR as the due price under the Contracts for NB 485 not later than October 15th 2021.

2.2 After payment of the amount from the previous paragraph, HYSEA and DIV will not have any due or undue outstanding claims under the Contract for NB 485 and a new contract must be defined, agreed and signed by both DIV and HYSEA for remaining worksofNB 485.

2.3 HYSEAagrees toeventually kick offexecution of obligations under newContract for NB 485according to mutually agreed and definednew Project Time Schedule with completion of works foreseen within March 2022.

2.4 New Completion Date under Contracts for NB 485 shall be considered 15th of March2022.Duration of validity for Performance Guarantee shall be calculated with reference to Completion Date defined in the preceding sentence.

FINAL PROVISIONS

Article 3

Any provision under this Agreement will not constitute a waiver or forfeiture of any rights and obligations of the Parties under Contract for NB 485, unless expressly stated otherwise under this Agreement.

Article 4

The Parties agree that if any of the provisions of this Agreement would be null or void, such provision shall have no effect on the validity of other provisions of this Agreement. The Parties agree to replace null or void provision of this Agreement, with a valid provision closest as possible to the economic purpose of the null or void provision and this entire Agreement.

Article 5

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

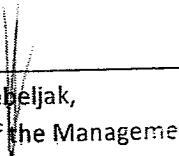
Article 6

This Agreement is effective from the date of signing of the Agreement by authorized representatives of both Parties.

Article 7

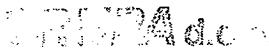
This Agreement has been made in 2 (two) identical originals of which HYSEA and DIV will receive 1 (one) original each.

DIV

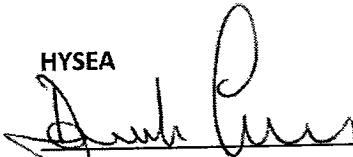

Tomislav Debeljak,
President of the Management Board

Date: 21.09.2021

Schedule 2: New Time Schedule

DIV 
10430 Sarajevo, Dobovica 10/
Tel. 01 3377-40, Fax. 01 3376-155
5 OIB: 36660763814

HYSEA


Davide Callegari

General manager

Date: 21/09/21

DIV GRUPA Ltd, having its registered seat at Samobor, Bobovica 10/A, Hrvatska, EU VAT identification number: HR 33890755814 represented solely and independently by Tomislav Debeljak, president of the Management Board

(hereinafter the **Client**)

and

HYSEA S.R.L. having its registered seat at S. Vendemiano (Treviso, Italy) – Via Palu nr. 34, EU VAT identification number: IT 00767710262, represented solely and independently by ALESSANDRO ZANCHETTA, CEO and Legal Representative of Hysea s.r.l.

(hereinafter the **Contractor**)

Client and Contractor are hereinafter sometimes collectively referred to as the **Parties** or each individually as the **Party**

hereby enter into the following

TURNKEY CONTRACT

This Contract is concluded between the Client and the Contractor with regards to the production of workshop documentation, material, delivery, construction, assembly works, testing and commissioning of the premises for Newbuilding 487 QUARK on a turnkey basis.

DEFINITIONS AND INTERPRETATION

Article 1

1.1. In addition to the definitions defined elsewhere in this Contract, the definitions set forth below have the following meaning, unless otherwise derived from the context:

Ship means a Polar Cruise ship marked with the Builder's code NOV/NB 487, which the Builder builds for the Buyer under the Shipbuilding Agreement with the Buyer.

Shipyard means the shipyard BRODOSPLIT JSC, Put Supavla 21, Split, that is, the place where the Works on the Ship are performed.

Price means a fee for the Turnkey Works.

Delivery date means the day on which the Parties hand over the Works in accordance with Article 9 of the Contract and draw up a Delivery Certificate. The Delivery day is considered to be the day specified in the Delivery Certificate.

The Completion date is 30.09.2020.

Main schedule means the weekly dynamics of performance of Works approved by the Client

Documentation means the project documentation which the Client delivers to the Contractor, and which is the Exhibit 2 to the Contract

Advance Guarantee means the bank guarantee referred to in Article 12 in the form and content contained in Exhibit 4 to this Contract

Performance Guarantee means the bank guarantee referred to in Article 12 in the form and content contained in Exhibit 5 to this Contract

Warranty Guarantee means the bank guarantee referred to in Article 12 in the form and content contained in Exhibit 6 to this Contract

Builder means BRODOGRAĐEVNA INDUSTRIZA SPLIT, joint stock company, Put Supavla 21, 21000 Split, Republic of Croatia, PIN: 18556905592, who pursuant to a Shipbuilding Agreement constructs a ship for the Buyer.

Classification Society means DNV – GL.

Turnkey means the obligation of the Contractor to perform the Works in accordance with the principle of integrity and functionality, that is, to make the necessary project documentation, perform the works and to supply all materials and equipment under this Contract to the extent necessary to satisfy the conditions of functionality and integrity of

the Works, including the works and supplies of equipment and materials not expressly mentioned in this Contract but required for the completion of the Works, which in particular includes replacement works, unforeseen works which the Contractor should have foreseen by its calculation of Works and Price and any surplus works, all under assumption that the scope of the contracted Works has not been changed based on the agreement of the Parties. It is to be understood the Works does not include subsequent works as defined in Article 8 of the Contract.

Delivery Certificate means the certificate to be drawn up and signed by the Parties at delivery pursuant to Article 9 of the Contract.

Final User means Vinson Expeditions, Trist Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH9690, who uses the Ship based on the Bareboat Charter with the Buyer.

Buyer means Polaris Exploration Inc having its registered seat at Majuro, Ajeltake Road, Ajeltake Island, Republic od Marshall Islands, who buys the Ship based on the Shipbuilding Agreement with the Builder.

Equipment means all materials and equipment that the Contractor shall install to the Ship during the execution of the Works, which are listed in Exhibit 7 to this Contract.

Equipping Area means the space of the Ship in which the Works are carried out and which is indicated in the document entitled "General Arrangement" forming Exhibit 8 to the Contract.

Workday means any day except Saturday, Sunday and national or religious holidays which are designated by law as non-working days in the Republic of Croatia.

Works include all works under this Contract which the Contractor is obliged to perform, as well as the materials and equipment required for the preparation, execution and completion of the works in the Equipping Area and the elimination of defects during the warranty period, including replacement works necessary for the completion of the works, as well as all unforeseen and additional works, except subsequent works as defined in Article 8 of the Contract.

Specification includes a scope of works, materials and equipment according to which the Contractor is obliged to perform the Works, which forms Exhibit 7 to this Contract. The Specification includes, among other, individual weight of each piece of Equipment.

Price List contains the technical description, quantities and unit prices for each item of the Works and forms Exhibit 7 to this Contract, and the risk of possible shortcomings of the Price List is exclusively borne by the Contractor.

Certificate of Works' completeness means the certificate that the Parties shall draw up and sign in accordance with Article 9 of the Contract, which shall determine the percentage of the Works completed.

- 1.2. The headings in this Contract are for transparency purposes only and have no meaning for the purposes of interpretation of the Contract.
- 1.3. The documents listed below are considered to be an integral part of the Contract and are read and interpreted as such:

Exhibit 1 –Key deadlines/Phases of work execution

Exhibit 2 –Documentation

Exhibit 3–Interface list

Exhibit 4–Advance Guarantee

Exhibit 5–Performance Guarantee

Exhibit 6–Warranty Guarantee

Exhibit 7- Specification and Price List

Exhibit 8–General Arrangement

Exhibit 9 – General Terms and Conditions of business with cooperants of the Brodosplit Group

Exhibit 10 – Main Schedule of Works and delivery of workshop documentation (template)

The Contractor undertakes to comply with the abovementioned Exhibits of the Contract and guarantees that its employees and subcontractors shall comply as well.

The Contractor declares that the following Client's and Shipyards safety policies and instructions have been made available to him, that he is aware of them and undertakes to comply with the following security policies and related instructions of the Client and Shipyard:

- a) Regulations for safe work on scaffolds and other surfaces on which work is carried out
- b) Organizational instructions for the installation and use of energy installations on new buildings
- c) Organizational instruction for safe work when performing corrosion protection works and other works on ship and other enclosed areas
- d) Organizational instructions for the labelling and issuing procedure and the work with cables for electric welding, thermal fuses, rubber tubes and gas burners
- e) Safe operation with open flames
- f) Instruction for managers for workplace inspection
- g) Decision on procedure in the event of injury at work

- 1.4. In the event of a conflict between the Contract and its Exhibits, the provisions of the Contract shall prevail. In the event of a conflict between the Exhibits to the Contract, the exhibits shall prevail in order as they are listed above.

SUBJECT OF THE CONTRACT

Article 2

- 2.1. The Parties agree that the Contractor undertakes to perform Works on the Ship in accordance with the Contract, Specification and instructions of the Client.
- 2.2. The Contractor undertakes to notify the Client in writing of any evident defects which he has noticed or should have noticed in the Specification and received documentation, and which are important for the quality of performance, otherwise shall be responsible for the damage caused to the Client. If, after having received the notification, the Client insists that the Contractor shall perform the Works with defects, the Contractor shall comply with the Client's request at Client's own responsibility. The Contractor may further elaborate the Specification with the approval of the Client.
- 2.3. The Contractor shall, when preparing for the execution of the Works, monitor and check the quantities, masses, type and quality of the materials procured by the Client, and notify the Client in writing of any defects which he has noticed or should have noticed in quantity, type or quality of the material needed to perform the Works not later than 7 (seven) Business Days to the beginning of the Works, otherwise shall be liable for damage to the Client. The material provided by the Client shall be set out in Exhibit 7 of the Contract.

WORKSHOP DOCUMENTATION

Article 3

- 3.1. The Contractor agrees to submit the Workshop Documentation consecutively according to the Main Schedule of Works and delivery of workshop documentation, which is contained under Exhibit 10 of this Contract, with final date of delivery on 16.03.2020. Workshop Documentation may be delivered in a rolling sequence.
- 3.2. The Workshop Documentation is considered accepted after the inspection and written consent of the Client. The documentation is considered correct and submitted within the deadline of 7 Calendar Days if the Client does not have subsequent justified comments regarding the completeness and content of the Workshop Documentation. In case the Client has strong and proved grounds for objection to the contents of the documentation submitted by the Contractor and/or the same is delivered incomplete, the period until the proper and complete delivery of the documentation, i.e. its updated versions, shall be considered a delay.

RULES, REGULATIONS AND STANDARDS

Article 4

- 4.1. The works must comply with the laws, regulations, classification society DNV –GL rules and norms in every respect, in accordance with the standards of the shipbuilding industry and in accordance with the conditions under which the ship sails.

4.2. Laws, regulations, classification society rules and norms include all changes up to the date of signature of the Delivery Certificate.

OBLIGATIONS AND DECLARATIONS OF THE CONTRACTOR AND OBLIGATIONS OF THE CLIENT

Article 5

5.1. The Contractor is specifically obliged:

- a) to perform the Works according to the Contract, Main Schedule and the Specification;
- b) to submit the Workshop Documentation within the term specified in Article 3.1. of the Contract;
- c) inform the Client of the total weight of the Equipment within 20 (twenty) calendar days from the signing of the Contract and submit a list of weights for each part of the Equipping Area which includes the weight specification for the final deck covering, paneling, doors, ceiling, fixed and movable furniture, and all other equipment, which is part of the Contractors Scope of Work and Supply which must be approved by the Client;
- d) to install Equipment that meets the Specification's requirements of the Client, all in accordance with the relevant regulations and standards;
- e) to submit to the Client the certificates, i.e. evidence of the quality of the Works by the completion of the Works, and the evidence of the quality of the installed Equipment simultaneously with the delivery of the Equipment, in accordance with relevant regulations and standards (e.g. Classification society certificates, IHM certificates...)";
- f) to perform all necessary activities, including unforeseen works and obligations, which are necessary for the execution of the Contract, irrespective of whether they are specified in the Specification which is included in Exhibit 7 of this Contract, when they prove necessary to ensure the integrity and functionality of the Works or compliance with classification society rules;
- g) to eliminate and repair within the warranty period any malfunctions, defects or omissions identified during the delivery, as well as those discovered during the warranty period, in accordance with the provisions of the Contract;
- h) to comply with the health, safety and environmental regulations of the Client's and applicable safety policies;
- i) to provide the Client with insurance instruments in accordance with the provisions of the Contract;
- j) to provide all employees with all the necessary tools and means (including, among other things, small consumables) necessary for the timely and quality execution of the contracted Works, and adapt all tools to the connections and joints at the Client's premises where the Works are performed;
- k) to keep the tools used for carrying out the Works on the premises of the shipyard, since in case of its loss the Client will not bear the cost of the lost tool;
- l) to insure until the Delivery the premises where the Works have been completed while the Works are being completed in other unfinished premises;

- m) to provide transport workers within the Shipyard and coordinate transports and to be responsible for horizontal transport;
- n) timely, before the Contractor's employees or subcontractor start working, to submit to the Client the work permits, certificates, health certificates and other necessary documentation of his employees and subcontractors for the purpose of creating ID cards;
- o) to appoint a responsible person - a representative of the Contractor's workers and his subcontractors, who shall take care of the orderly and timely performance of the Works and the conduct of the employees in accordance with the Contract, the applicable laws and the instructions and rules of the Client;
- p) to appoint a responsible person who is obliged to cooperate with the authorized persons of the Client for the implementation of occupational safety, fire protection and environmental protection measures and, in accordance with the Law on Occupational Safety, designate a person to supervise the implementation of occupational safety measures during the execution of the Works at the Client's premises, which shall be obliged to cooperate with the Client's Occupational Safety, Fire and Protection Service;
- q) to maintain workplaces neat and clean and remove materials from workplaces, otherwise, the Client shall notify in writing the non-compliance to the Contractor; should the non-compliance persist on the following working day, the Client shall notify the non-compliance persistence and shall do the same at the Contractor's expense

5.2. The Contractor declares and warrants:

- a) that he and his employees and subcontractors and employees of the Contractor's subcontractors possess the necessary licenses, qualifications, experience and ability to perform the Works included in the Contract and to maintain all necessary permits valid during the Contract;
- b) that the Equipment used in the execution of the Contract has all the necessary attestations and certificates, and that the materials that are harmful to human health are not used or are used in accordance to the applicable law;
- c) that the tool used in the execution of the Contract have all the necessary attestations and certificates, and that it shall maintain for the duration of the Contract all necessary certificates and attestations;
- d) to implement on a regular basis and throughout the duration of the Contract all occupational, safety and health measures prescribed by the relevant regulations;
- e) to submit to the Client, on a weekly basis, every Friday by 11.00 hours, a list of workers who shall perform the Works the following week, including information on the name and surname of the employee and his ID number, all for the purpose of controlling working hours and number of employees;
- f) in the case of contracting the execution of the Works or part of the Works with the subcontractors, to ensure that the subcontractors and their employees fulfil all the conditions and obligations stipulated by the Contract and that he shall be responsible for the conduct and the works performed by the subcontractors or their employees, as if they were performed by himself, i.e. his employees, and to compensate the Client for any damage caused by these conducts of works. The Contractor undertakes to provide

the Client with an insight into all certificates, licenses and other necessary documentation related to the subcontractors and their employees. In case of further subcontracting, the Contractor shall have the same obligations with respect to subcontractors engaged by subcontractors.

5.3. The Client undertakes:

- a) to assume responsibility for the payment of duly delivered and accepted Works, in accordance with the payment terms defined in the Contract;
- b) timely provide Documentation, energy, lighting, scaffolding and space cleaned from previous works;
- c) if necessary, further educate Contractor's employees about safe operation in the Shipyard;
- d) to create ID cards for the Contractor's employees for the purpose of recording the entry/exit from the Shipyard area, borrowing/returning of the equipment;
- e) if necessary or requested, enable the storage of the Contractor's Equipment within the Shipyard at the first entry of the Equipment into the Shipyard, whereby the responsibility of the Client is limited solely to the orderly storage and he assumes no responsibility for the inspection of the Equipment upon its taking over. The Client's responsibility for proper storage ceases when the Contractor first picks up the Equipment or part of the Equipment and removes it from the warehouse;
- f) to provide means of transport (crane with a driver/crane operator)
- g) to timely provide material for the execution of the Works, which is required to be installed by the Contractor
- h) to comment and approve or reject the weight list provided by the Contractor within 7 (seven) days of its receipt.
- i) To comment/approve or reject Workshop drawings and documentation within 7 (seven) calendar days of receipt.

SUPERVISION

Article 6

- 6.1. The Client, including the Buyer of the ship and the End User, as provided by the Shipbuilding Agreement, has the right at its own expenses to supervise the production of the Equipment and the execution of the Works during the entire period of production of the Equipment and the execution of the Works and may attend all analyses and tests related to the production of the Equipment and the execution of the Works, provided that such supervision shall not obstruct nor interfere with the regular course of its activities. Such supervision shall be notified in writing at least 7 (seven) calendar days prior to the inspection.
- 6.2. The Contractor shall notify the Client at least 15 Calendar days of the start of the Equipment production and of the testing program for the purpose of the Client's timely supervision.

6.3. The presence of the Client, the Buyer and the End User, their objections or acceptance of the relevant raw materials and/or materials and/or works shall not affect the Contractor's liability for safety and quality nor the warranty obligations under the Contract, unless otherwise stated in writing in the inspection report signed by the Client.

DELIVERY DATE

Article 7

7.1. The time of execution of the Works will be determined in more detail by the weekly Main Schedule, which will be agreed between the Parties and aligned with the deadlines set out in Exhibit 1 to the Contract

7.2. Key deadlines for the execution of the Works pursuant to key stages are defined in Exhibit 1 to the Contract

7.3. The Contractor shall continuously monitor the execution of the planned activities and Works and shall submit weekly reports to the Client (every Monday until 11 am). If, during the execution of the Work, circumstances change for any reason, the Contractor shall, without delay, submit to the Client the revised Main Schedule for review and approval. If the Client accepts the revised Main Schedule, this fact shall not mean that the Client has waived any of its rights under the Contract, and in particular with respect to payment of liquidated damages, damages compensation and/or termination of the Contract, except when it is solely Clients fault or in the event of force majeure. From the moment of acceptance of the revised Dynamic Plan, if the revision of the latter resulted in a modification of the deadlines set out in Exhibit 10 of this Contract, the deadlines set out in Exhibit 10 shall be calculated exclusively according to the deadlines defined in the revised Dynamic Plan.

7.4. If the Contractor does not comply to the provisions of the Contract and the rules of the profession during the performance of the Works, in a case of planned or technical failures on the part of the Contractor, as a result of which the Works may have defects or not be performed in accordance with the deadlines set by the Contract and the Main Schedule, the Client shall notify the Contractor thereof and set an appropriate deadline, which may not exceed 5 (five) Business Days, in order to adjust his Works to obligations undertaken by the Contract. If the Contractor fails either to justify the non-compliance in writing to comply with the Client's request by the expiration of the stated deadline, the Client is entitled to terminate the Contract with immediate effect and to claim damages. If it is obvious that the Contractor shall not comply his Works to obligations undertaken by the Contract or that the Works shall not be completed within the period stipulated by the Contract and in the Main Schedule, the Client shall have the right to perform the Works, in whole or in part, independently or through third parties. The Contractor undertakes to reimburse the Client for all costs necessary for the completion of the Works which he has performed independently or through a third party. The Client is entitled to charge the above costs by deducting the amount of costs from a certain invoice, the Performance

Guarantee referred to in the Contract and/or by submitting a separate invoice to the Contractor.

7.5. The Contractor undertakes to submit to the Client the workshop documentation and their revised versions for supervision upon the Schedule which is in Exhibit 10 of this Contract to provide him access to the information system where the same shall be uploaded. In case of delay in delivering workshop drawings according to Article 3.1 of the Contract and/or delay of uploading the updated versions of the workshop documentation, the Contractor shall the Client contractual penalty amounting 0,1% of the Contract Price for each Delayed Working Day, and the amount of the contractual penalties shall be due the following day for each Delayed Working Day. The contractual penalty shall be calculated starting from the expiry of 3 days after the first day of delay.

The Client is authorized to collect the contractual penalties by deducting the amount of the contractual penalties from a certain instalment of the Price, through the Guarantee or by submitting a separate invoice for the payment of the contractual penalties submitting to the Contractor, all at its own discretion. If the Contractor fails to comply with the Client's warning, i.e. fails to fulfil his obligations under this Article within 5 (five) Business Days after receiving the written warning, the Client is entitled to terminate the Contract.

7.6. If circumstances arise that, in opinion of a prudent and diligent person, having the average knowledge and experience characteristics as the Contractor and is performing same business activities, may completely or partially prevent the execution of the Works in accordance with the Contract, the Contractor shall notify the Client without delay, within 5 (five) calendar days. The Parties shall define the responsibility (if any) of the happening and promptly solve the circumstances in order to proceed execution of project smoothly in order to have the workshop documentation modified or amended, accordingly.

7.7. Notwithstanding the abovementioned regulations, the Contractor has and maintains the right to prove that he is not liable or solely liable for any delay or non-compliance.

ADDITIONAL AND URGENT UNFORSEEN WORKS

Article 8

8.1. Works which are not specified in the Contract but still requested by the Client, although they are not necessary for the fulfilment of the Contract, the Contractor shall perform only on the basis of a written Client's instruction, including even the case when the Contractor proposed the performance of these works to the Client who approved them.

8.2. The Parties agree that within 7 (seven) Business Days from the receipt of the Client's order, they shall agree whether or not to perform the order (which shall be not unreasonably refused by the Contractor) and on the related price of additional works and on the impact on the deadlines set by the Contract and the Main Schedule and shall make a written annex to the Contract.

8.3. The Parties shall negotiate in good faith and shall make every effort to reach an agreement regarding the performance of the order, the change of the Price and/or Delivery Dates affected by the Client's order referred to in Article 8.1. of the Contract. The Price shall be determined by an appropriate correction of the existing unit price from the Price List for a similar type of work. If the Parties agree on the subject but cannot agree on the Price change and/or new deadlines, the Client may require opinion from the expert to set a new Price and/or new delivery dates. If the expert cannot determine the price on the basis of the unit price from the Price List for a similar type of work, the Expert shall determine the new price taking into account the average cost of labor, materials, equipment and machinery that make up the elements of the price of additional work, at the time of issuing the order to the Contractor. Within 7 (seven) Business Days of receipt of the Client's request, the Expert shall determine the new Price and/or delivery date. Upon the determination of the price by the Expert, the Client may waive the order given to the Contractor or require the execution of additional works according to the order. The Contractor is obliged to comply with the Client's order and to perform works that do not exceed 30% (thirty percent) of the scope of the contracted Works.

8.4. The Parties undertake to appoint an Expert within 3 (three) Business Days from the expiry of the time limit referred to in paragraph 8.2. of this Article, and if the Parties do not agree on the selection of the Expert, the Client is authorized to appoint an expert of the relevant profession from the list of permanent court experts. The costs of hiring an expert shall be borne in equal parts by the Parties.

8.5. During the execution of the Works, only in the cases listed below, there may be a need for emergency unforeseen works, linked to the Contractor's scope of work, to be performed in order to:

- prevent danger to life and health of the people, environment, nature and things, caused by extraordinary and unexpected events;
- prevention of damage caused by these events;
- by the orders of the competent public authorities.

8.6. In the event of the occurrence of the circumstances referred to in the previous paragraph of this Article, the Contractor shall, without delay or within 24 (twenty-four) hours from the occurrence of such circumstances, inform the Client about the occurrence of these circumstances and the measures taken.

8.7. The Contractor shall be entitled to fair remuneration for the execution of emergency unforeseen works which must have been carried out in order to avoid the damage and other adverse consequences referred to in paragraph 8.5. In the event that due to these unforeseen emergency works the Price is increased by 10 (ten) %, the Client shall be authorized to assign the unforeseen work to other Party or unilaterally terminate the Contract by submitting a written notice of termination within 8 (eight) Business days from the receipt of the Contractor's notice. The Parties shall use their best effort to agree upon terms of such termination, and if agreement is not reached the provision of law shall apply.

DELIVERY**Article 9**

- 9.1. It is agreed by the Parties that the Contractor's weekly reports are received on a weekly basis. In accordance with the weekly Main Schedule and reports of the Contractor, a record determining the percentage of completeness shall be made.
- 9.2. It is agreed by the Parties that after reaching the stage of completion of the Works according to the payment dynamics referred to in Article 11 of the Contract, upon a receipt of interim payment certificate, an inspection of the Works shall be as soon as possible performed by the Client, the Buyer, the End User, the Classification Society and other competent bodies and Certificates of the Works' Completeness shall be drawn up for a part of works on the basis of which instalment payments shall be made. The Certificates of the Works' Completeness shall be delivered by the Contractor on the last day of the month in which the stage of completion of the Works referred to in each instalment has been reached. The interim payment certificates of the Work's Completeness shall be signed and sent by the Client within 3 (three) business days after receipt or shall be deemed approved as well for the purpose of payment as stated in Article 11.
- 9.3. The Contractor's obligations are not considered fulfilled until the Client signs the Delivery Certificate, stating the date on which the Contractor has completed his obligations under the Contract, or has completed the Works in full.
- 9.4. The Delivery Certificate shall be signed by the Parties after the completion of the Sea Acceptance Trial and ascertaining that the Works are correct and fully functional.

PRICE**Article 10**

- 10.1. The Price for all Works is contracted and calculated on a turnkey basis and amounts to EUR 1.991.000,00.
- 10.2. The Client shall pay the Price as the total contracted price.
- 10.3. The Price list serves as a base for eventual changes in the scope of work
- 10.4. Unless otherwise agreed upon in the Contract, it is agreed by the Parties that the Price includes the value of all replacement works, unforeseen works and any additional works needed to be performed on a turnkey basis, not including works from the Article 8. The Parties agree that the Price shall not change in the event that after the conclusion of the Contract the price of the elements on the basis of which the price was determined changes.
- 10.5. The price is expressed VAT and any other taxation (customs etc.) cost excluded, which is calculated by the Contractor in accordance with the applicable regulations.

METHOD OF PAYMENT

Article 11

11.1 It is agreed by the Parties that the Client shall pay the Price to the Contractor according to the following payment schedule:

1. instalment: 5 % of the Price as advance payment shall be paid on signing the Contract, counter guaranteed by Advance Guarantee,
2. instalment: 10 % of the Price as payment shall be paid upon delivery and approval of the completed Workshop drawings and Weight calculation,
3. Instalment: 5 % of the Price as payment shall be paid after mock-up details presentation in Brodosplit shipyard by 28/02/2020, and upon receipt of Performance Guarantee.
4. Instalment: 20 % of the Price as payment shall be paid upon receipt of the delivery of 50 % of Materials in the Shipyard and upon delivery of Fire load Booklet calculations with valid certificates at the date of Fire Volume Calculation.
5. instalment: 20 % of the Price as payment shall be paid upon receipt of the delivery of 100% of Materials in the Shipyard
6. instalment: 10 % of the Price shall be paid upon 25% of the Works completeness,
7. instalment: 10 % of the Price shall be paid upon 50% of the Works completeness
8. instalment: 10 % of the Price shall be paid upon 75% of the Works completeness
9. instalment: 5 % of the Price shall be paid upon 95% of the Works completeness
10. instalment: 5% of the Price shall be paid upon signing the Final Certificate of the Works' Completeness for a part of works determining 100% of the Works completeness, and upon Receipt of the Warranty Guarantee.

11.2. The Client shall pay the Contractor the Price, based on the invoices, within 45 Calendar days from the end of Month date and of receipt of a valid and uncontested invoice on the basis of signed Certificate of the Works' Completeness of a part of works and the Delivery Certificate.

11.3. It is understood between Parties that in whatever case of delay of payment in part or in full, the Contractor, notwithstanding any other legal right under the Contract or in accordance with applicable law, is entitled to notify the circumstance in writing to the Client and immediately suspend his performance under the Contract until the full payment is credited -via wire bank transfer- to the following Contractor's bank account, if the Client does not perform the payment 15 (fifteen) Workdays after receipt of payment notice.

It is also understood between Parties that in whatever case of delay of payment -in part or in full- an interest rate of 6 % (six percent) per year on the due amount shall be automatically charged to the Contractor and shall accrue beginning on the scheduled Payment date.

MEANS OF INSURANCE

Article 12

12.1. Advance Guarantee

- 12.1.1. As a security for the repayment of the advance payment, the Contractor undertakes to obtain an unconditional and irrevocable bank guarantee in favor of the Client, issued by a bank acceptable to the Client in full amount of advance payment payable on first written demand supported by Client's statement indicating in what respect the Contractor is in breach of its obligations under the Contract. Payments under Advance Guarantee shall be conducted by the bank irrespective of the validity and the effects of the Contract and waiving all rights of objection and defense arising from or being in connection with the Contract by the bank. The Advance Guarantee must be submitted to the Client before he makes the advance payment secured by the Advance Guarantee. The Advance Guarantee must be valid for at least 90 (ninety) Business Days from the Completion Date.
- 12.1.2. In the event of an extension of the Completion Date, the Contractor shall extend or renew the validity of the Advance Guarantee in accordance therewith and submit an extended or renewed Advance Guarantee to the Client no later than 30 (thirty) Business Days before the original Advance Guarantee expires.
- 12.1.3. If the Contractor fails to comply with the provisions of the preceding subparagraph, the Client is authorized to activate the original Advance Guarantee and the amount paid by the bank under the Advance Guarantee shall be deposited into the Client's account as a cash deposit to secure the advance payment.
- 12.1.4. The Advance Guarantee or the cash deposit from the previous subparagraph shall be immediately returned by the Client to the Contractor upon signature of the Delivery Certificate.
- 12.1.5. It is agreed by the Parties that the Client shall not accrue interests on the amount of the deposit referred to in this paragraph, i.e. that the Contractor shall in no case be entitled to interests on the said amount of the deposit.

12.2. Performance Guarantee

- 12.2.1. As security for the fulfilment of all obligations in accordance with the terms and conditions defined in the Contract, the Contractor undertakes to obtain, in favor of the Client, an unconditional and irrevocable bank guarantee issued by a bank acceptable to the Client payable on first written demand supported by Client's statement indicating in what respect the Contractor is in breach of its obligations under the Contract. Payments under Performance Guarantee shall be conducted by the bank irrespective of the validity and the effects of the Contract and waiving all rights of objection and defense

arising from or being in connection with the Contract by the bank. The Performance Guarantee must be submitted to the Client in the amount of 10% (ten per cent) of the Price. The Performance Guarantee must be valid for at least 60 (sixty) Business Days from the Completion Day.

- 12.2.2. The Contractor is obliged to extend or renew the validity of the Performance Guarantee in the event that the delivery is made no later than 30 (thirty) Business Days before the expiry of the original Performance Guarantee. If the Contractor fails to comply with the provisions of this paragraph, the Client is authorized to activate the original Performance Guarantee.
- 12.2.3. If the Contractor fails to comply with the provisions of the preceding subparagraph, the Client is authorized to activate the original Performance Bond and the amount paid by the Bank under the Performance Guarantee shall be deposited into the Client's account as a cash deposit to ensure the proper execution of the Contract.
- 12.2.4. The Performance Guarantee or the cash deposit from the previous subparagraph shall be returned to the Contractor by the Buyer upon signature of the Delivery Certificate and receipt of the Letter of Guarantee.
- 12.2.5. If the Contractor fails to fulfil his obligations in accordance with the terms and conditions defined by the Contract, the Client is authorized to activate the Performance Guarantee or to use the cash deposit.
- 12.2.6. In the event that the Client activates the Performance Guarantee or uses part or all of the deposit because of a failure to fulfil, or improper fulfilment, the obligation under this Contract, the Contractor undertakes to pay the Client a sum up to the full amount of the deposit within 7 (seven) Business Days or submit a new Performance Guarantee as assurance of the continued orderly fulfilment of all obligations of the Contractor in accordance with the Contract.
- 12.2.7. It is agreed by the Parties that the Client shall not accrue interests on the amount of the deposit referred to in this paragraph, i.e. that the Contractor shall in no case be entitled to interests on the said amount of the deposit.

12.3. Warranty Guarantee

- 12.3.1. As a security for the fulfilment of his obligations for guarantee works defined in Article 15 of the Contract, the Contractor undertakes to obtain, in favor of the Client, an unconditional and irrevocable bank guarantee in the amount of 5 % (five per cent) of the Price, issued by a bank acceptable to the Buyer payable on first written demand supported by Client's statement indicating in what respect the Contractor is in breach of its warranty obligations under the Contract. Payments under Warranty Guarantee shall be conducted by the bank irrespective of the validity and the effects of the Contract and waiving all rights of objection and defense arising from or being in

connection with the Contract by the bank. The Warranty Guarantee must be submitted to the Client in accordance with Article 11 of the Contract, and 30 (thirty) calendar days before the Completion Day.

- 12.3.2. In the event of an extension of the warranty period in accordance with Article 15.6. of the Contract, the Contractor is obliged to extend the validity of the Warranty Guarantee in accordance with such extension and to submit it to the Client no later than 30 (thirty) Business Days before the expiry of the original Warranty Guarantee.
- 12.3.3. If the Contractor fails to comply with the provisions of the preceding subparagraph, the Client shall be authorized to activate the original Warranty Guarantee and the amount paid by the bank under the Warranty Guarantee shall be deposited into the Client's account as a cash deposit to ensure the proper fulfilment of the obligations referred to in Article 15 of the Contract.
- 12.3.4. The Warranty Guarantee or the cash deposit from the previous subparagraph shall be returned by the Client to the Contractor after the expiry of the warranty period.
- 12.3.5. If the Contractor fails to fulfil his guaranty obligations as defined in Article 15 of the Contract, the Client is authorized to activate the Warranty Guarantee or to use the cash deposit.
- 12.3.6. In the event the Client activates the Warranty Guarantee or uses a part or the entire amount of the deposit due to unfulfillment of the guarantee obligations referred to in Article 15 of the Contract, the Contractor undertakes to pay the Client the sum up to the full amount of the deposit within 7 (seven) calendar Days or to submit a new Warranty Guarantee as an assurance of the further orderly fulfilment of guarantee obligations in accordance with the Contract.
- 12.3.7. It is agreed by the Parties that the Client shall not accrue interests on the amount of the deposit referred to in this paragraph, i.e. that the Contractor shall in no case be entitled to interests on the said amount of the deposit.

OWNERSHIP OVER THE EQUIPMENT

Article 13

- 13.1. It is agreed by the Parties that the Client becomes the owner of the Equipment once it is delivered to the Shipyard.

INSURANCE

Article 14

- 14.1. The Contractor shall contract and maintain with a reputable insurer an adequate insurance which covers:

a) Contractor's Works and Machinery

The Contractor shall insure and maintain insurance that covers Contractor's Works and Machinery (apparatus, machinery, Equipment, means and other items required to perform the Works) against any loss or damage caused any reason, except as provided in paragraph 14.2. of this article. The Contractor shall insure the Contractor's machinery at least for its full value, including its delivery to the Shipyard.

b) personal injury and property damage

The Contractor shall insure and maintain insurance that covers responsibility of each Party for loss, damage, death or personal injury that may occur on tangible assets (not related to the Contractor' Works and machinery) or any person (other than the Contractor's employees), occurred for whatever reason other than those mentioned in paragraph 14.2. of this article.

c) Contractor's employees

The Contractor shall insure and maintain liability insurance against claims, damages, losses and expenses arising from an injury, illness or death of any person employed by the Contractor occurred for whatsoever reason other than those specified in paragraph 14.2. of this article.

14.2. The risks being excluded are:

- a) war, hostilities (whether war is declared or not), invasion, action by foreign enemies,
- b) rebellion, terrorism, revolution, mutiny, military or usurped power or civil war in the country,
- c) ammunition, explosive devices, ionizing radiation or radioactive contamination in the country, unless caused by the Contractor's use of such ammunition, explosives, radiation or radioactivity,
- d) airwaves caused by aircrafts or other machines flying at audible or supersonic speeds.

14.3. Unless otherwise provided by the Contract, the insurance policies shall be in effect until the completion of the Works or the signing of the Delivery Certificate or upon the expiration date 31.12.2020.at the latest.

14.4. Unless otherwise specified by the Contract for a specific policy, the insured amount for each insurance policy for an adverse event shall be at least EUR 3.000.000,00 (three million EUR), and shall also cover damage caused by the Contractor's subcontractors. The insurance must cover the Contractor's gross negligence and the gross negligence and willful treatment of the persons for whom the Contractor is responsible.

14.5. The Contractor agrees to provide the Client with copies of insurance policies that are in accordance with the terms of the Contract at least 10 (ten) Calendar Days before the start of the Works at the Shipyard, as well as payment certificates for premiums to be paid based on the said policies at the Client's request. If the Contractor does not maintain the

insurance pursuant to the Contract or fails to provide evidence of premiums paid and copies of insurance policies to the Client, the Client shall notify the circumstance in writing to the Contractor and specified if he will pay the due premiums and - request recovery of payments made from the Contractor afterwards.

- 14.7. The Contractor can make material changes to the terms of any insurance without the Client's prior approval if not opposite to the terms defined herein and shall notify the insurer of any relevant changes in the performance of the Works and shall ensure that the insurance policies are renewed and maintained in accordance with this Article.

WARRANTY

Article 15

- 15.1. The Contractor is responsible for the good and timely performance of the Works, their quality and compliance with the Contract and the applicable regulations.
- 15.2. The Contractor's warranty for the Works performed is 1 (one) year. The warranty period runs from the date of signature of the Delivery Certificate. During the warranty period, the Contractor shall, without charge, at his own discretion repair or replace the Equipment or parts of the Equipment on the Ship in respect of which there are defects, or remedy other defects in the performance of the Works. The Contractor shall bear all the costs of repairing and replacing the Equipment or parts of the Equipment and repairing the defects on the Works, including, but not limited to, the costs of transporting the Equipment and travel and accommodation cost of the Contractor's repairer.
- 15.3. The Client has the right to request remedy of defects discovered during the warranty period, no later than the last day of the warranty. Such a request made to the Contractor must contain a detailed description of the defects with pictures and an adequate deadline of at least 30 (thirty) days for their elimination and must be made in writing, except when production and transportation is needed for remedying defects in which case deadline should be 60 (sixty) days.
- 15.4. The Contractor is obliged to start remedying the defects as soon as possible, but not later than 15 (business) Days after receiving the written request described in the previous paragraph.
- 15.5. In the event that the Contractor does not remove the defects observed within the warranty period, within the period determined by the Client or does not start the remedy of defects within the period specified in the previous paragraph of this Article, the Client shall be entitled to correct them through a third party, and the Contractor shall be obliged to compensate him the related costs within 15 (fifteen) Business Days from the date of receipt of a written notice the expenditure effected. If the Contractor fails to cover this expenditure within the stated time, the Client is authorized to use the Letter of Guarantee received in accordance with the Contract.

- 15.6. In the case of minor repairs to the Equipment, the warranty period shall be extended for the period in which the Client has been deprived of using the Equipment. If any part of the Equipment has been replaced or substantially repaired, the warranty period shall start from the beginning for that part of the Equipment exclusively.
- 15.7. If a repair has been made which affects the entire Works, the warranty period for the Works shall be extended for a period of 6 (six) months beginning on the day on which the defects of the Works were remedied, but not less than 12 months nor longer than 18 months after the Delivery date of the Ship..
- 15.8 The Client may challenge the cause of defects in which event the Parties undertake to appoint an Expert within 7 (seven) Workdays from the receipt of the aforementioned notification of the Contractor, and if the Parties do not agree on the selection of the Expert, the Client is authorized to appoint an expert of the relevant profession from the list of permanent court experts. The costs of hiring an expert shall be borne by the Party who was wrong about the cause of defects covered by warranty.

CONTRACTUAL PENALTIES

Article 16

- 16.1. In case of delay in the execution of the Works relating to deadlines determined by the Exhibit 1 to the Contract, the Contractor shall pay the Client contractual penalties in the amount of 0.2 % (zero point two percent) of the Price for each Business Day of delay, which amount of the contractual penalties is due the following day for each Business Day of the delay. The contractual penalty for the first delay shall be calculated starting from the expiry of 7 (seven) days following the first day of delay. The collection of contractual penalties for exceeding the deadlines set out in Exhibit 1 to the Contract in respect of several stages of the Works is not mutually exclusive, that is, an accumulation of contractual penalties is allowed with respect to each phase specified in Exhibit 1 to the Contract.
- 16.2. If the Contractor, due to exclusive and sole Contractor's fact and fault, fails to fulfil his obligation under the Contract, or fails to fulfil them properly, and continues with the breach or non-fulfilment of his obligations up to 20 (twenty business days) days after receiving a written notice stating the breach, the Contractor have an option to:
 - either to pay the Client contractual penalty in the amount of EUR 100.000,00 (also by set-off of the amount due by the Client),
 - or to challenge the grounds for the contractual penalties from the Article 16.1.
- 16.3. The Contractor is obliged to pay the Client contractual penalties for each written application submitted as follows:

- a) amount of 100,00 (one hundred) Euro in the event that an employee of the Contractor or the Contractor's subcontractor is caught without prescribed equipment, certificates, and other prescribed permits to perform the Works or operate machinery and vehicles in the Shipyard area, and the circumstance is proven by HSE department of Brodosplit.
- b) amount of 100,00 (one hundred) Euro in the event that an employee of the Contractor or the Contractor's subcontractor parks a car at a location within the Shipyard where parking is prohibited, and the circumstance is proven by HSE department of Brodosplit.
- c) amount of 100,00 (one hundred) Euro in the event that an employee of the Contractor or a Contractor's subcontractor is found to be smoking in the workplace outside of work brake, or in a non-smoking area, particularly on the Ship, and the circumstance is proven by HSE department of Brodosplit.

16.4. The Parties agree that the Client's rights to collect Liquidated Damages under this Contract shall not be mutually exclusive.

16.5 The Client is authorized to collect contractual penalties by notifying the circumstance in writing to the Contractor and then by deducting the amount of liquidated damages from a certain instalment of the Price, or by means of a Guarantee and/or may submit to the Contractor a separate invoice for the payment of the contractual penalties.

MUTUAL PROTECTION OF CLASSIFIED DATA AND OBLIGATIONS TOWARDS THE BUYER

Article 17

17.1. The Contractor notes that the Client, as the builder of the Ship, has concluded an agreement on the cooperation and long-term maintenance of the Ship with the Buyer.

17.2. The Client is authorized, but also responsible, for the overall servicing and maintenance of the Ship.

17.3. The Contractor acknowledges that the Client is the author of all projects, budgets and technical details of the specified type of Ship.

17.4. The Contractor undertakes to sell to the Client all spare parts of the Equipment necessary for the proper functioning of the Works in the manner and when required by the Client at any time during the next 2 (two) years.

17.5. The Contractor undertakes to make a spare parts list and sell all the above-mentioned spare parts and services to the Client at a fair price determined by the market.

COMMUNICATION AND OFFICIAL NOTIFICATIONS



Article 18

- 18.1. Notifications, as well as any other written communications (hereinafter: **Notification**) that one Party sends to the other pursuant to the Contract shall be in writing, except otherwise agreed upon, sent by registered mail or by e-mail. It shall consider that the delivery has been duly performed if the Notification has been sent to the address and email referred to in paragraph 18.3. of this Article, by any of the above delivery methods. The Notification sent by registered mail shall be deemed to have been duly executed on the day it is received and, in the event that the Notification is returned for whatsoever reason to the sender, on the day the post officer declares -on the envelope or on the letter receipt - the non-delivery and the related reason. The Notification sent by e-mail is considered duly executed at the time of its sending to the proper email address.
- 18.2. In the event that either of the Parties changes the information referred to in paragraph 18.3. of this Article, the other Party must be notified in writing immediately of the change.
- 18.3. The persons authorized to coordinate and supervise the fulfilment of obligations under the Contract and to sign Certificate of Works' Completeness and the Delivery Certificate during the Contract term are:

For the Client: DIV group – Brodosplit d.d.

Address: Put Supavla 21, 21000 Split, Croatia

Contact person: Don Marshall / Martina Radovcic

Cell phone: +385 99 4988280 / +385 99 3392311

Telephone: +385 21 391 222

E-mail address: don_marshall@brodosplit.hr / martina.radovcic@brodosplit.hr

For the Contractor: HYSEA S.R.L.

Address: Via Palù 34 – 31020 S. Vendemiano TV, Italy

Contact person: DanieleStel / Tamara D'Arsie

Cell phone: +39 344 3482192 / +39 338 5367544

Telephone: +39 0438 1918700 / +39 0438 1918770

E-mail address: daniele.stel@hysea.it; tamara.darsie@hysea.it

CONFIDENTIAL INFORMATION

Article 19

- 19.1. The Parties shall keep all the other Party's data of a technical and business nature, which he has access to during the execution of the Works under the Contract, as a business secret and shall not use them for purposes other than for the fulfilment of the Contract. The Contractor undertakes to ensure that his employees, subcontractors and external associates treat confidential information that they learn during the Contract term in accordance with the provisions of this Article.



19.2. The Parties undertake not to disclose the other Party's confidential information in any form to third parties and also undertake to ensure that the confidential information is not disclosed or spread by their employees, subcontractors, external associates and others for which they are responsible.

19.3. The Parties hereby undertake to keep the Contract and its contents confidential and thereby undertake not to disclose to any unauthorized person or any third party any information related to or connected to the Contract without the prior written consent of the other Party. It is understood the Client is entitled to share its Confidential Information with its affiliates.

19.4. The confidentiality obligations shall remain in force even after the termination of the Contract for any reason, for a maximum of 5 (five) years after the termination of the Contract.

19.5. The Parties agree that the following information are not considered confidential:

- a) information already in possession of the other Party and which the Party concerned was not obliged to keep as confidential;
- b) information published on or after the conclusion of the Contract, whereby the Parties are not responsible for the publication;
- c) information to be disclosed under applicable laws and at the request of competent authorities;
- d) developed by one Party through its own activities without the use of confidential information.

HEALTH, SAFETY AND ENVIRONMENTAL PROTECTION

Article 20

20.1. The Contractor must, during the execution of the Works, comply with the laws governing labor law issues, including protection at work of employees and environmental issues, as well as any other regulations specifying and elaborating in detail the provisions of the said laws.

20.2. The Contractor undertakes to comply with the Client's health, safety and environmental acts referred to in Article 5 of the Contract and guarantees the conduct of its employees and subcontractors and employees of subcontractors in accordance with the above.

20.3. The Contractor fully protects the Client against all activities, claims, statements and grounds for prosecutions based on whatsoever reason including damages, reasonable costs and expenses - that may arise because the Contractor or the Contractor's subcontractor, due to their own fact or exclusive fault, did not comply with the provisions of the Contract relating to the health, safety and environment protection, provided that the Client promptly inform the Contractor in writing of any of such claim etc.

20.4. The Parties undertake to inform the other Party promptly and in writing of any potential liability, claim or action taken regarding the failure to comply with the provisions of the health, safety and the environment protection. In this case, the Contractor undertakes, at his own expense, to enter into negotiations with its subcontractor/third party for the purpose of settling demands and claims of the its subcontractor/third party and/or recovering all costs and damages suffered by the Client which the Client had to compensate the its subcontractor/third party on the basis of decisions made in litigation, administrative or other proceedings in respect of the same breach and to reimburse all costs incurred by the other Party in the said proceedings.

FORCE MAJEUR

Article 21

21.1. The Parties are not liable for non-performance of any obligation under the Contract, if the non-performance is result of events of force majeure - an event beyond the control of the Parties and independent of their will which directly affects the fulfilment of obligations under the Contract and the occurrence of which is not due to negligence of the Party and which could not be predicted, prevented, avoided or eliminated.

21.2. The force majeure event includes, but is not limited to, natural disasters, state of war, embargo.

21.3. In the event that any of the Parties is obstructed by an event of force majeure in the fulfilment of the Contract, it shall notify the other Party without delay, within 48 (forty-eight) hours at the latest, indicating the cause and possible duration of the force majeure event. The same procedure shall be applied for notification of termination of force majeure events.

21.4. In the event of force majeure, the affected Party shall use its best endeavors to recover or fulfil its obligations under this Contract.

21.5. Should events deemed to be force majeure occur, the time limits set forth in the Contract shall be sought to be adjusted by mutual agreement, but in the event of force majeure events exceeding 30 (thirty) calendar days, each Party has the right to terminate the Contract by written notice with immediate effect.

COPYRIGHT

Article 22

22.1. By signing the Contract, the Contractor transfers to the Client the right to use, change and modify all written documents, tables, drawings, plans, drafts, sketches, acts and other objects, models, samples, images, films, microfilms, and other content visually, auditory, mechanically, manually or in any other way recorded on any medium, as well as other documents produced by the Contractor and/or his subcontractors for the only and limited

purpose of execution of the Works, which are considered to be copyright or other related work.

- 22.2. The right to use the copyrighted work assigned to the Client under the Contract means the right to use it in every sense, for the only and limited purpose of the Contract and the works, including without limitation the right to copy and modify the copyrighted work without any specific consent of the Contractor and/or subcontractors hired by him.
- 22.4. By signing the Contract, the Contractor expressly acknowledges and agrees that the Price to be paid by the Client to the Contractor pursuant to the Contract also includes full and fair compensation for the right to use the copyrighted work in accordance with this Article.

ANNEXES AND AMENDMENTS TO THE CONTRACT

Article 23

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

GENERAL PROVISIONS

Article 24

- 24.1. Applicable law. This Contract and its interpretation are governed by Swiss law.
- 24.2. Jurisdiction. The Parties undertake to use their best endeavors to resolve any disputes arising out of or in connection with this Contract by mutual agreement. If no amicable settlement can be reached within 30 (thirty) Business Days, all disputes arising out of or in connection with the Contract, including disputes relating to the issues of its proper occurrence, breach or termination, as well as the legal effects that result from it, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The place of arbitration shall be Zurich, Switzerland and the language of the arbitration shall be English.
- 24.3. Subcontractors and transfer. The Contractor shall not transfer the benefits or rights under this Contract without the Client's written consent. Neither the Client nor the Contractor shall transfer the obligations under this Contract without the written consent of the other Party. In the case of subcontracting, the Contractor agrees to bid the subcontractor in their agreement to act in accordance with the terms of this Contract and shall be responsible for the Works performed by the subcontractor as if he had performed them himself, i.e. their responsibility shall be joint and several.
- 24.4. Complete Contract. This Contract, together with all its Exhibits, contains the entire agreement of the Parties with respect to the subject matter of the Contract and supersedes any other agreements, oral or written, that relate to the subject matter of the Contract. Amendments to the Contract shall not bind the Parties unless made in writing.



24.5. **Partial invalidity.** The invalidity or unenforceability of any provision of the Contract shall not affect in any way the validity or enforceability of the remaining provisions and the Parties shall use their best endeavors to amend such provision so as to make it valid and enforceable in accordance with its stated intention, to the extent allowed by law.

24.6. **Number of copies.** This Contract is concluded simultaneously in 2 (two) identical copies, one for each Party.

24.7. **Entry into force.** The Parties agree that the Contract shall be deemed to have been concluded at the time when it is signed by persons authorized to represent the Parties and authenticated by the Parties' stamps (except when the certification of the contract with a stamp is not necessary for the Party which, in the country of its registered office and in regular legal transactions, does not use the seal when entering into contractual relations).

24.8. **Terms and Conditions.** The General Terms and Conditions of any Party do not apply to the Contract, and for which effect it is not important that the Party objects to the application of such General Terms, nor the fact that the Client accepted the offer of the Contractor, accepted Works from the Contractor or paid to the Contractor part or all of the Price.

24.9. The Parties agree that they are aware of their rights and obligations arising under this Contract and that they accept the same.

For the Client:


Tomislav Debeljak
President of the Management Board

Date: 10.02.2020.

Place: Zagreb, Croazia

For the Contractor:


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

Date: 28 January 2020

Place: S. Vendemiano, Italy.

DIV GRUPA d.o.o.
10430 SAMOBOR, Bobovica 10/A
Tel. 01 3377-000, Fax. 01 3376-155
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hysea srl
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31020 SAN VENDEMIANO - TV - ITALY
P +39 0438 1918700 - F +39 0438 1918701
info@hysea.it - C.F./P. IVA 00767710262

DIV GROUP Ltd., having its registered seat at Samobor, Bobovica 10/A, Croatia, EU VAT identification number: HR 33890755814 represented solely and independently by Tomislav Debeljak, President of the Management Board
(hereinafter Client)

and

HYSEA S.R.L. having its registered seat at S. Vendemiano (Treviso, Italy) – Via Palu nr. 34, EU VAT identification number: IT 00767710262, represented solely and independently by ALESSANDRO ZANCHETTA, CEO and Legal Representative of Hysea s.r.l.
(hereinafter Contractor)

are entering into this

ANNEX No.1

**to the TURNKEY CONTRACT
(hereinafter Annex)**

1. PREAMBLE

- 1.1 The Parties acknowledge that they have entered on 10th of February 2020 into Turnkey Contract for Newbuilding 487 (hereinafter Turnkey Contract).
- 1.2 The Parties, hereby, agree the Contractor shall not charge the Client for storage at Shipyard and handling operations on ground costs, therefore, Parties are amending provisions of the Turnkey Contract regarding the contract price and method of payment.
- 1.3 The Parties acknowledge that the Client has paid to the Contractor an amount of EUR 99.550,00 representing the 1st instalment of the Price.
- 1.4 Unless otherwise defined herein, all terms beginning with a capital letter which are defined in the Turnkey Contract shall have the same meaning herein as therein unless expressly provided herein to the contrary.

2. SUBJECT OF THE ANNEX

- 2.1 Parties agree to amending of Article 10.1 of the Turnkey Contract so that it shall read as follows:

The Price for all Works is contracted and calculated on a turnkey basis and amounts to EUR 1.810.000,00.

- 2.2 Parties agree to amending of Article 11.1 of the Turnkey Contract so that it shall read as follows:

It is agreed by the Parties that the Client shall pay the Price to the Contractor according to the following payment schedule:



Installment	%	Amount	Conditions for Payment
1 st installment	5,5	99.550,00 EUR	as advance payment after signing the Contract, and upon receipt of the Advance Guarantee
2 nd installment	9	162.900,00 EUR	upon delivery and approval of the completed Workshop drawings and Weight calculation
3 rd installment	5,5	99.550,00 EUR	after mock-up details presentation in Brodosplit shipyard 28/02/2020, but not before receipt of Performance Guarantee
4 th installment	20	362.000,00 EUR	upon receipt of the delivery of 50 % of Materials in the Shipyard and upon delivery of Fire load Booklet calculations with valid certificates at the date of Fire Volume Calculation
5 th installment	20	362.000,00 EUR	upon receipt of the delivery of 100% of Materials in the Shipyard
6 th installment	10	181.000,00 EUR	upon 25% of the Works completeness,
7 th installment	10	181.000,00 EUR	upon 50% of the Works completeness
8 th installment	10	181.000,00 EUR	upon 75% of the Works completeness
9 th installment	5	90.500,00 EUR	upon 95% of the Works completeness
10 th installment	5	90.500,00 EUR	upon signing the Final Certificate of the Works' Completeness for a part of works determining 100% of the Works completeness and upon Receipt of the Warranty Guarantee
	100	1.810.000,00 EUR	

3. FINAL PROVISIONS

- 3.1 Parties have read and understood this Annex and in sign of accepting the rights and obligations thereof sign the Annex.
- 3.2 Parties mutually agree that all other provisions of the Contract, except those amended by this Annex, shall remain in force unchanged and applicable unless they are contrary to the provisions of this Annex.
- 3.3 This Annex is made in two (2) identical copies in English language, one copy for each side.

For the Client:

Tomislav Debeljak
President of the Management Board

Date: 21/05/2020

Place: Samobor, Croatia

DIV GRUPA d.o.o.

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

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For the Contractor:

ALESSANDRO ZANCHETTA
CEO and Legal Representative

Date:

Place: S. Vendemiano, Italy

hysea Srl

Via Della Riva
31020 SAN VENDEMIANO (TV) - ITALY
P +39 0436 14107 - F +39 0436 141071
Info@hysea.it - C.F./P. IVA 0075710252

LR

DIV GROUP Ltd., having its registered seat at Samobor, Bobovica 10/A, Croatia, EU VAT identification number: HR 33890755814 represented solely and independently by Tomislav Debeljak, President of the Management Board

(hereinafter **Client**)

and

HYSEA S.R.L. having its registered seat at S. Vendemiano (Treviso, Italy) – Via Palu nr. 34, EU VAT identification number: IT 00767710262, represented solely and independently by DANIELE STEL, DIRECTOR and Chief Operating Officer of Hyseas.r.l.

(hereinafter **Contractor**)

are entering into this

ANNEX No.2
to the **TURNKEY CONTRACT**
(hereinafter **Annex**)

1. PREAMBLE

- 1.1 The Parties acknowledge that they have entered on 10th of February 2020 into Turnkey Contract for Newbuilding 487 and Annex No.1 to the Turnkey Contract dated 21st of May 2020 (hereinafter **Turnkey Contract**).
- 1.2 Unless otherwise defined herein, all terms beginning with a capital letter which are defined in the Turnkey Contract shall have the same meaning herein as therein unless expressly provided herein to the contrary.
- 1.3 Hereby, Parties have a common interest to arrange performance of additional works and purchase, delivery and installation of the materials, the price for additional works and materials and the payment of price for additional works and materials, as well as to amend and supplement Exhibit 1 - Key deadlines / Phases of work execution as well as Exhibit 10 - Main schedule of Works and delivery of workshop documentation.

2. SUBJECT OF THE ANNEX

- 2.1 Parties agree to amend Exhibit 1 of the Turnkey Contract - Key deadlines / Phases of work by replacing it with new Exhibit 1 - Key deadlines / Phases of work execution which forms an integral part of Turnkey Contract.
- 2.2 Parties agree to amend Exhibit 10 of the Turnkey Contract - Main schedule of Works and delivery of workshop documentation by replacing it with new Exhibit 10 - Main schedule of Works and delivery of workshop documentation. Main schedule means the dynamics of performance of Works approved by the Client.
- 2.3 Parties agree to amend Completion Date to 15.02.2021, except for the following works:

- AFT window carters at Restaurant and Panorama due to design mistake. Materials will be at shipyard on 17/02/2021;
- Gaskets portholes in all areas. Materials will be at shipyard on 17/02/2021.
- Nr. 2 laminated ceiling panels at gaming area Panorama + beams lining at gaming and library requested by Quark. Materials will be at shipyard on 20/02/2021.
- Cleaning, touch-ups, commissioning and any remarks elimination from 15/02/2021 to 28/02/2021

These activities will be conducted and completed by 28/02/2021 to achieve 100% completion of Works, provided that no unexpected events or activities arise from Brodosplit or from Third Parties, beyond Hysea's direct control.

2.4 Contractor's workers will be present on board and able to perform Works during the Sea Acceptance Trial which dates have been confirmed from 05/02/2021 (evening) to 08/02/2021 (morning). During the Sea Trial, the workers will have accommodation and meals to the expenses of Client. In the event that workers cannot be present and able to perform Works during Sea Acceptance Trial due to decision of the Client, the Completion date shall be prolonged for number of days Ship was on Sea Acceptance Trial. All additional expenses due to this forced work stop (labour hours) will be charged to Client.

2.5 Parties agree to arrange performance of additional works and purchase, delivery and installation of materials based on the specification NB. 487 POLAR PASSENGER CRUISE VESSEL, PUBLIC AREAS - TK3, EXTRA MATERIAL LIST REV.9 – 21/10/2020 which forms an Exhibit A to this Annex and integral part of the Turnkey Contract (hereinafter Additional works and materials).
The price for Additional works and materials is agreed in EUR 73.987,00 for which Hysea has issued invoice nr. 19 dated 30/10/2021. Payment will be done immediately by Client upon signing of this Annex.

All other provisions of the Turnkey Contract referring to Works and Price shall also apply to Additional works and materials and price for Additional works and materials if not stated otherwise under this Annex. Price for Additional works and materials shall be taken into consideration when issuing Warranty guarantee and calculating contractual penalties.

2.6 The Contractor hereby states that during the execution of the Turnkey Contract the Contractor suffered damages and extra expenditures in the amount of:

- € 249.900,00 as Extra Expenditures for prolongment of project timing by two months with respect to the original completion date as set forth in Main Contract, which the Parties mutually agree to discuss and define after Final Completion Date 28/02/2021 but not later than 10/03/2021.
- € 8.792,00 as Extra Works requested by shipyard and executed by Contractor, as well as Damages suffered. Contractor will invoice such amount on 15/02/2021.

3. FINAL PROVISIONS

3.1 Parties have read and understood this Annex and in sign of accepting the rights and obligations thereof sign the Annex.

3.2 Parties mutually agree that all other provisions of the Contract, except those amended by this Annex, shall remain in force unchanged and applicable unless they are contrary to the provisions of this Annex.

3.3 This Annex is made in two (2) identical copies in English language, one copy for each side.

DIV GRUPA d.o.o.

For the Signer:
10430 SAMOBOR, Bobovica 10/A
Tel. 01 3377-000, Fax. 01 3376-155
5 OIB: 33890755014
Tomislav Đeđeljak,
President of the Management Board

Date: 02.02.21.
Place: Samobor, Croatia

For the Contractor:

DANIELE STEL
DIRECTOR and Chief Operating Officer

Date: 02/02/2021
Place: S. Vendemiano, Italy

9 (TK 2)

DIV GROUP Ltd., having its registered seat at Samobor, Bobovica 10/A, Hrvatska, EU VAT identification number: HR 33890755814 represented solely and independently by Tomislav Debeljak, President of the Management Board

(hereinafter the Client)

and

HYSEA S.R.L. having its registered seat at S. Vendemiano (Treviso, Italy) – Via Palu nr. 34, EU VAT identification number: IT 00767710262, represented solely and independently by ALESSANDRO ZANCHETTA, CEO and Legal Representative of Hysea s.r.l.

(hereinafter the Contractor)

Client and Contractor are hereinafter sometimes collectively referred to as the Parties or each individually as the Party

hereby enter into the following

TURNKEY CONTRACT

This Contract is concluded between the Client and the Contractor with regards to the production of workshop documentation, material, delivery, construction, assembly works, testing and commissioning of the premises for Newbuilding 487 QUARK on a turnkey basis.




DEFINITIONS AND INTERPRETATION

Article 1

1.1. In addition to the definitions defined elsewhere in this Contract, the definitions set forth below have the following meaning, unless otherwise derived from the context:

Ship means a Polar Cruise ship marked with the Builder's code NOV/NB 487, which the Builder builds for the Buyer under the Shipbuilding Agreement with the Buyer.

Shipyard means the shipyard BRODOSPLIT JSC, Put Supavia 21, Split, that is, the place where the Works on the Ship are performed.

Price means a fee for the Turnkey Works.

Delivery date means the day on which the Parties hand over the Works in accordance with Article 9 of the Contract and draw up a Delivery Certificate. The Delivery day is considered to be the day specified in the Delivery Certificate.

The Completion date is 31.10.2020.

Main schedule means the weekly dynamics of performance of Works approved by the Client.

Documentation means the project documentation which the Client delivers to the Contractor, and which is the Exhibit 2 to the Contract.

Advance Guarantee means the bank guarantee referred to in Article 12 in the form and content contained in Exhibit 4 to this Contract.

Performance Guarantee means the bank guarantee referred to in Article 12 in the form and content contained in Exhibit 5 to this Contract.

Warranty Guarantee means the bank guarantee referred to in Article 12 in the form and content contained in Exhibit 6 to this Contract.

Builder means BRODOSPLIT JSC, Put Supavia 21, 21000 Split, Republic of Croatia, PIN: 18556905592, who pursuant to a Shipbuilding Agreement constructs a ship for the Buyer.

Classification Society means DNV – GL.

Turnkey means the obligation of the Contractor to perform the Works in accordance with the principle of integrity and functionality, that is, to make the necessary project documentation, perform the works and to supply all materials and equipment under this

Contract to the extent necessary to satisfy the conditions of functionality and integrity of the Works, including the works and supplies of equipment and materials not expressly mentioned in this Contract but required for the completion of the Works, which in particular includes replacement works, unforeseen works which the Contractor should have foreseen by its calculation of Works and Price and any surplus works, all under assumption that the scope of the contracted Works has not been changed based on the agreement of the Parties. It is to be understood the Works does not include subsequent works as defined in Article 8 of the Contract.

Delivery Certificate means the certificate to be drawn up and signed by the Parties at delivery pursuant to Article 9 of the Contract.

Final User means Vinson Expeditions, Trist Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH9690, who uses the Ship based on the Bareboat Charter with the Buyer.

Buyer means Polaris Exploration Inc having its registered seat at Majuro, Ajeltake Road, Ajeltake Island, Republic of Marshall Islands, who buys the Ship based on the Shipbuilding Agreement with the Builder.

Equipment means all materials and equipment that the Contractor shall install to the Ship during the execution of the Works, which shall be listed in Workshop Documentation.

Equipping Area means the space of the Ship in which the Works are carried out and which is indicated in the document entitled "General Arrangement" forming Exhibit 8 to the Contract.

Business Day means any day except Saturday, Sunday and national or religious holidays which are designated by law as non-working days in the Republic of Croatia.

Works include all works under this Contract which the Contractor is obliged to perform, as well as the materials and equipment required for the preparation, execution and completion of the works in the Equipping Area and the elimination of defects during the warranty period, including replacement works necessary for the completion of the works, as well as all unforeseen and additional works, except subsequent works as defined in Article 8 of the Contract.

Specification includes a scope of works, materials and equipment according to which the Contractor is obliged to perform the Works. Draft Material Specification, shall be included under Workshop documentation and shall include, among other, individual weight of each piece of Equipment. Full Material Specification shall be provided before signing Delivery Certificate together with As Built Documentation.

Price List contains the technical description, quantities and unit prices for each item of the Works and forms Exhibit 7 to this Contract, and the risk of possible shortcomings of the Price List is exclusively borne by the Contractor.

Certificate of Works' completeness means the certificate that the Parties shall draw up and sign in accordance with Article 9 of the Contract, which shall determine the percentage of the Works completed.

- 1.2. The headings in this Contract are for transparency purposes only and have no meaning for the purposes of interpretation of the Contract.
- 1.3. The documents listed below are considered to be an integral part of the Contract and are read and interpreted as such:

Exhibit 1 –Key deadlines/Phases of work execution

Exhibit 2 –Documentation

Exhibit 3 –Interface list

Exhibit 4 –Advance Guarantee

Exhibit 5 –Performance Guarantee

Exhibit 6 –Warranty Guarantee

Exhibit 7 – Specification and Price List

Exhibit 8 –General Arrangement

Exhibit 9 – General Terms and Conditions of business with cooperants of the Brodosplit Group

Exhibit 10 – Main Schedule of Works and delivery of workshop documentation (template)

The Contractor undertakes to comply with the abovementioned Exhibits of the Contract and guarantees that its employees and subcontractors shall comply as well.

The Contractor declares that the following Client's and Shipyards safety policies and instructions have been made available to him, that he is aware of them and undertakes to comply with the following security policies and related instructions of the Client and Shipyard:

- a) **Regulations for safe work on scaffolds and other surfaces on which work is carried out**
- b) **Organizational instructions for the installation and use of energy installations on new buildings**
- c) **Organizational instruction for safe work when performing corrosion protection works and other works on ship and other enclosed areas**
- d) **Organizational instructions for the labelling and issuing procedure and the work with cables for electric welding, thermal fuses, rubber tubes and gas burners**
- e) **Safe operation with open flames**
- f) **Instruction for managers for workplace inspection**
- g) **Decision on procedure in the event of injury at work**

- 1.4. In the event of a conflict between the Contract and its Exhibits, the provisions of the Contract shall prevail. In the event of a conflict between the Exhibits to the Contract, the exhibits shall prevail in order as they are listed above.

SUBJECT OF THE CONTRACT

Article 2

- 2.1. The Parties agree that the Contractor undertakes to perform Works on the Ship in accordance with the Contract, Specification and instructions of the Client.
- 2.2. The Contractor undertakes to notify the Client in writing of any evident defects which he has noticed or should have noticed in the Specification and received documentation, and which are important for the quality of performance, otherwise shall be responsible for the damage caused to the Client. If, after having received the notification, the Client insists that the Contractor shall perform the Works with defects, the Contractor shall comply with the Client's request at Client's own responsibility. The Contractor may further elaborate the Specification with the approval of the Client.
- 2.3. The Contractor shall, when preparing for the execution of the Works, monitor and check the quantities, masses, type and quality of the materials procured by the Client, and notify the Client in writing of any defects which he has noticed or should have noticed in quantity, type or quality of the material needed to perform the Works not later than 7 (seven) Business Days to the beginning of the Works, otherwise shall be liable for damage to the Client. The material provided by the Client shall be set out in Exhibit 7 of the Contract.

WORKSHOP DOCUMENTATION

Article 3

- 3.1. The Contractor agrees to submit the Workshop Documentation consecutively according to the Main Schedule of Works and delivery of workshop documentation, which is contained under Exhibit 10 of this Contract, with final date of delivery on 25.05.2020. Workshop Documentation shall include the Specification of the materials. Workshop Documentation may be delivered in a rolling sequence if previously approved by the Client.
- 3.2. The Workshop Documentation is considered accepted after the inspection and written consent of the Client. The documentation is considered correct and submitted within the deadline of 7 Calendar Days if the Client does not have subsequent justified comments regarding the completeness and content of the Workshop Documentation. In case the Client has strong and proved grounds for objection to the contents of the documentation submitted by the Contractor and/or the same is delivered incomplete, the period until the proper and complete delivery of the documentation, i.e. its updated versions, shall be considered a delay.

RULES, REGULATIONS AND STANDARDS

Article 4

- 4.1. The works must comply with the laws, regulations, classification society DNV -GL rules and norms in every respect, in accordance with the standards of the shipbuilding industry and in accordance with the conditions under which the ship sails.
- 4.2. Laws, regulations, classification society rules and norms include all changes up to the date of signature of the Delivery Certificate.

OBLIGATIONS AND DECLARATIONS OF THE CONTRACTOR AND OBLIGATIONS OF THE CLIENT

Article 5

5.1. The Contractor is specifically obliged:

- a) to perform the Works according to the Contract, Main Schedule and the Specification;
- b) to submit the Workshop Documentation within the term specified in Article 3.1. of the Contract;
- c) inform the Client of the total weight of the Equipment within 20 (twenty) calendar days from the signing of the Contract and submit a list of weights for each part of the Equipping Area which includes the weight specification for the final deck covering, paneling, doors, ceiling, fixed and movable furniture, and all other equipment, which is part of the Contractors Scope of Work and Supply which must be approved by the Client;
- d) to install Equipment that meets the Specification's requirements of the Client, all in accordance with the relevant regulations and standards;
- e) to submit to the Client the certificates, i.e. evidence of the quality of the Works by the completion of the Works, and the evidence of the quality of the installed Equipment simultaneously with the delivery of the Equipment, in accordance with relevant regulations and standards (e.g. Classification society certificates, IHM certificates...);
- f) to perform all necessary activities, including unforeseen works and obligations, which are necessary for the execution of the Contract, irrespective of whether they are specified in the Specification which is included in Exhibit 7 of this Contract, when they prove necessary to ensure the integrity and functionality of the Works or compliance with classification society rules;
- g) to eliminate and repair within the warranty period any malfunctions, defects or omissions identified during the delivery, as well as those discovered during the warranty period, in accordance with the provisions of the Contract;
- h) to comply with the health, safety and environmental regulations of the Client's and applicable safety policies;
- i) to provide the Client with insurance instruments in accordance with the provisions of the Contract;
- j) to provide all employees with all the necessary tools and means (including, among other things, small consumables) necessary for the timely and quality execution of the

contracted Works, and adapt all tools to the connections and joints at the Client's premises where the Works are performed;

- k) to keep the tools used for carrying out the Works on the premises of the shipyard, since in case of its loss the Client will not bear the cost of the lost tool;
- l) to insure until the Delivery the premises where the Works have been completed while the Works are being completed in other unfinished premises;
- m) to provide transport workers within the Shipyard and coordinate transports and to be responsible for horizontal transport;
- n) timely, before the Contractor's employees or subcontractor start working, to submit to the Client the work permits, certificates, health certificates and other necessary documentation of his employees and subcontractors for the purpose of creating ID cards;
- o) to appoint a responsible person - a representative of the Contractor's workers and his subcontractors, who shall take care of the orderly and timely performance of the Works and the conduct of the employees in accordance with the Contract, the applicable laws and the instructions and rules of the Client;
- p) to appoint a responsible person who is obliged to cooperate with the authorized persons of the Client for the implementation of occupational safety, fire protection and environmental protection measures and, in accordance with the Law on Occupational Safety, designate a person to supervise the implementation of occupational safety measures during the execution of the Works at the Client's premises, which shall be obliged to cooperate with the Client's Occupational Safety, Fire and Protection Service;
- q) to maintain workplaces neat and clean and remove materials from workplaces, otherwise, the Client shall notify in writing the non-compliance to the Contractor; should the non-compliance persist on the following working day, the Client shall notify the non-compliance persistence and shall do the same at the Contractor's expense

5.2. The Contractor declares and warrants:

- a) that he and his employees and subcontractors and employees of the Contractor's subcontractors possess the necessary licenses, qualifications, experience and ability to perform the Works included in the Contract and to maintain all necessary permits valid during the Contract;
- b) that the Equipment used in the execution of the Contract has all the necessary attestations and certificates, and that the materials that are harmful to human health are not used or are used in accordance to the applicable law;
- c) that the tool used in the execution of the Contract have all the necessary attestations and certificates, and that it shall maintain for the duration of the Contract all necessary certificates and attestations;
- d) to implement on a regular basis and throughout the duration of the Contract all occupational, safety and health measures prescribed by the relevant regulations;
- e) to submit to the Client, on a weekly basis, every Friday by 11.00 hours, a list of workers who shall perform the Works the following week, including information on the name and surname of the employee and his ID number, all for the purpose of controlling working hours and number of employees;

f) in the case of contracting the execution of the Works or part of the Works with the subcontractors, to ensure that the subcontractors and their employees fulfil all the conditions and obligations stipulated by the Contract and that he shall be responsible for the conduct and the works performed by the subcontractors or their employees, as if they were performed by himself, i.e. his employees, and to compensate the Client for any damage caused by these conducts of works. The Contractor undertakes to provide the Client with an insight into all certificates, licenses and other necessary documentation related to the subcontractors and their employees. In case of further subcontracting, the Contractor shall have the same obligations with respect to subcontractors engaged by subcontractors.

5.3. The Client undertakes:

- a) to assume responsibility for the payment of duly delivered and accepted Works, in accordance with the payment terms defined in the Contract;
- b) timely provide Documentation, energy, lighting, scaffolding and space cleaned from previous works;
- c) if necessary, further educate Contractor's employees about safe operation in the Shipyard;
- d) to create ID cards for the Contractor's employees for the purpose of recording the entry/exit from the Shipyard area, borrowing/returning of the equipment;
- e) if necessary or requested, enable the storage of the Contractor's Equipment within the Shipyard at the first entry of the Equipment into the Shipyard, whereby the responsibility of the Client is limited solely to the orderly storage and he assumes no responsibility for the inspection of the Equipment upon its taking over. The Client's responsibility for proper storage ceases when the Contractor first picks up the Equipment or part of the Equipment and removes it from the warehouse;
- f) to provide means of transport (crane with a driver/crane operator)
- g) to timely provide material for the execution of the Works, which is required to be installed by the Contractor
- h) to comment and approve or reject the weight list provided by the Contractor within 7 (seven) days of its receipt.
- i) To comment/approve or reject Workshop drawings and documentation within 7 (seven) calendar days of receipt.

SUPERVISION

Article 6

6.1. The Client, including the Buyer of the ship and the Final User, as provided by the Shipbuilding Agreement, has the right at its own expenses to supervise the production of the Equipment and the execution of the Works during the entire period of production of the Equipment and the execution of the Works and may attend all analyses and tests related to the production of the Equipment and the execution of the Works, provided that such supervision shall not obstruct nor interfere with the regular course of its activities.

Such supervision shall be notified in writing at least 7 (seven) calendar days prior to the inspection.

- 6.2. The Contractor shall notify the Client at least 15 Calendar days of the start of the Equipment production and of the testing program for the purpose of the Client's timely supervision.
- 6.3. The presence of the Client, the Buyer and the Final User, their objections or acceptance of the relevant raw materials and/or materials and/or works shall not affect the Contractor's liability for safety and quality nor the warranty obligations under the Contract, unless otherwise stated in writing in the inspection report signed by the Client.

DELIVERY DATE

Article 7

- 7.1. The time of execution of the Works will be determined in more detail by the weekly Main Schedule, which will be agreed between the Parties and aligned with the deadlines set out in Exhibit 1 to the Contract
- 7.2. Key deadlines for the execution of the Works pursuant to key stages are defined in Exhibit 1 to the Contract
- 7.3. The Contractor shall continuously monitor the execution of the planned activities and Works and shall submit weekly reports to the Client (every Monday until 11 am). If, during the execution of the Work, circumstances change for any reason, the Contractor shall, without delay, submit to the Client the revised Main Schedule for review and approval. If the Client accepts the revised Main Schedule, this fact shall not mean that the Client has waived any of its rights under the Contract, and in particular with respect to payment of liquidated damages, damages compensation and/or termination of the Contract, except when it is solely Clients fault or in the event of force majeure. From the moment of acceptance of the revised Dynamic Plan, if the revision of the latter resulted in a modification of the deadlines set out in Exhibit 10 of this Contract, the deadlines set out in Exhibit 10 shall be calculated exclusively according to the deadlines defined in the revised Dynamic Plan.
- 7.4. If the Contractor does not comply to the provisions of the Contract and the rules of the profession during the performance of the Works, in a case of planned or technical failures on the part of the Contractor, as a result of which the Works may have defects or not be performed in accordance with the deadlines set by the Contract and the Main Schedule, the Client shall notify the Contractor thereof and set an appropriate deadline, which may not exceed 5 (five) Business Days, in order to adjust his Works to obligations undertaken by the Contract. If the Contractor fails either to justify the non-compliance in writing to comply with the Client's request by the expiration of the stated deadline, the Client is entitled to terminate the Contract with immediate effect and to claim damages. If it is obvious that the Contractor shall not comply his Works to obligations undertaken by the

Contract or that the Works shall not be completed within the period stipulated by the Contract and in the Main Schedule, the Client shall have the right to perform the Works, in whole or in part, independently or through third parties. The Contractor undertakes to reimburse the Client for all costs necessary for the completion of the Works which he has performed independently or through a third party. The Client is entitled to charge the above costs by deducting the amount of costs from a certain invoice, the Performance Guarantee referred to in the Contract and/or by submitting a separate invoice to the Contractor.

- 7.5. The Contractor undertakes to submit to the Client the workshop documentation and their revised versions for supervision upon the Schedule which is in Exhibit 10 of this Contract or to provide him access to the information system where the same shall be uploaded. In case of delay in delivering workshop drawings according to Article 3.1 of the Contract and/or delay of uploading the updated versions of the workshop documentation, the Contractor shall pay the Client contractual penalty amounting 0,1% of the Contract Price for each Delayed Working Day, and the amount of the contractual penalties shall be due the following day for each Delayed Working Day. The contractual penalty shall be calculated starting from the expiry of 3 days after the first day of delay.

The Client is authorized to collect the contractual penalties by deducting the amount of the contractual penalties from a certain instalment of the Price, through the Performance Guarantee or by submitting a separate invoice for the payment of the contractual penalties submitting to the Contractor, all at its own discretion. If the Contractor fails to comply with the Client's warning, i.e. fails to fulfil his obligations under this Article within 5 (five) Business Days after receiving the written warning, the Client is entitled to terminate the Contract.

- 7.6. If circumstances arise that, in opinion of a prudent and diligent person, having the average knowledge and experience characteristics as the Contractor and is performing same business activities, may completely or partially prevent the execution of the Works in accordance with the Contract, the Contractor shall notify the Client without delay, within 5 (five) calendar days. The Parties shall define the responsibility (if any) of the happening and promptly solve the circumstances in order to proceed execution of project smoothly in order to have the workshop documentation modified or amended, accordingly.
- 7.7. Notwithstanding the abovementioned regulations, the Contractor has and maintains the right to prove that he is not liable or solely liable for any delay or non-compliance.

ADDITIONAL AND URGENT UNFORSEEN WORKS

Article 8

- 8.1. Works which are not specified in the Contract but still requested by the Client, although they are not necessary for the fulfilment of the Contract, the Contractor shall perform only

on the basis of a written Client's instruction, including even the case when the Contractor proposed the performance of these works to the Client who approved them.

- 8.2. The Parties agree that within 7 (seven) Business Days from the receipt of the Client's order, they shall agree whether or not to perform the order (which shall be not unreasonably refused by the Contractor) and on the related price of additional works and on the impact on the deadlines set by the Contract and the Main Schedule and shall make a written annex to the Contract.
- 8.3. The Parties shall negotiate in good faith and shall make every effort to reach an agreement regarding the performance of the order, the change of the Price and/or Delivery Dates affected by the Client's order referred to in Article 8.1. of the Contract. The Price shall be determined by an appropriate correction of the existing unit price from the Price List for a similar type of work. If the Parties agree on the subject but cannot agree on the Price change and/or new deadlines, the Client may require opinion from the expert to set a new Price and/or new delivery dates. If the expert cannot determine the price on the basis of the unit price from the Price List for a similar type of work, the Expert shall determine the new price taking into account the average cost of labor, materials, equipment and machinery that make up the elements of the price of additional work, at the time of issuing the order to the Contractor. Within 7 (seven) Business Days of receipt of the Client's request, the Expert shall determine the new Price and/or delivery date. Upon the determination of the price by the Expert, the Client may waive the order given to the Contractor or require the execution of additional works according to the order. The Contractor is obliged to comply with the Client's order and to perform works that do not exceed 30% (thirty percent) of the scope of the contracted Works.
- 8.4. The Parties undertake to appoint an Expert within 3 (three) Business Days from the expiry of the time limit referred to in paragraph 8.2. of this Article, and if the Parties do not agree on the selection of the Expert, the Client is authorized to appoint an expert of the relevant profession from the list of permanent court experts. The costs of hiring an expert shall be borne in equal parts by the Parties.
- 8.5. During the execution of the Works, only in the cases listed below, there may be a need for emergency unforeseen works, linked to the Contractor's scope of work, to be performed in order to:
 - a) prevent danger to life and health of the people, environment, nature and things, caused by extraordinary and unexpected events;
 - b) prevention of damage caused by these events;
 - c) by the orders of the competent public authorities.
- 8.6. In the event of the occurrence of the circumstances referred to in the previous paragraph of this Article, the Contractor shall, without delay or within 24 (twenty-four) hours from the occurrence of such circumstances, inform the Client about the occurrence of these circumstances and the measures taken.

8.7 The Contractor shall be entitled to fair remuneration for the execution of emergency unforeseen works which must have been carried out in order to avoid the damage and other adverse consequences referred to in paragraph 8.5. In the event that due to these unforeseen emergency works the Price is increased by 10 (ten) %, the Client shall be authorized to assign the unforeseen work to other Party or unilaterally terminate the Contract by submitting a written notice of termination within 8 (eight) Business days from the receipt of the Contractor's notice. The Parties shall use their best effort to agree upon terms of such termination, and if agreement is not reached the provision of law shall apply.

DELIVERY

Article 9

9.1. It is agreed by the Parties that the Contractor's weekly reports are received on a weekly basis. In accordance with the weekly Main Schedule and reports of the Contractor, a record determining the percentage of completeness shall be made.

9.2. It is agreed by the Parties that after reaching the stage of completion of the Works according to the payment dynamics referred to in Article 11 of the Contract, upon a receipt of interim payment certificate, an inspection of the Works shall be as soon as possible performed by the Client, the Buyer, the Final User, the Classification Society and other competent bodies and Certificates of the Works' Completeness shall be drawn up for a part of works on the basis of which instalment payments shall be made. The Certificates of the Works' Completeness shall be delivered by the Contractor on the last day of the month in which the stage of completion of the Works referred to in each instalment has been reached. The interim payment certificates of the Work's Completeness shall be signed and sent by the Client within 3 (three) business days after receipt or shall be deemed approved as well for the purpose of payment as stated in Article 11.

9.3. The Contractor's obligations are not considered fulfilled until the Client signs the Delivery Certificate, stating the date on which the Contractor has completed his obligations under the Contract, or has completed the Works in full.

9.4. The Delivery Certificate shall be signed by the Parties after the completion of the Sea Acceptance Trial and ascertaining that the Works are correct and fully functional.

PRICE

Article 10

10.1. The Price for all Works is contracted and calculated on a turnkey basis and amounts to EUR, 1.157.000,00 (one milion one hundred fifty-seven thousand euro).

10.2. The Client shall pay the Price as the total contracted price.

10.3. The Price list serves as a base for eventual changes in the scope of work.

10.4. Unless otherwise agreed upon in the Contract, it is agreed by the Parties that the Price includes the value of all replacement works, unforeseen works and any additional works needed to be performed on a turnkey basis, not including works from the Article 8. The Parties agree that the Price shall not change in the event that after the conclusion of the Contract the price of the elements on the basis of which the price was determined changes.

10.5. The price is expressed VAT and any other taxation (customs etc.) cost excluded, which is calculated by the Contractor in accordance with the applicable regulations.

METHOD OF PAYMENT

Article 11

11.1 It is agreed by the Parties that the Client shall pay the Price to the Contractor according to the following payment schedule:

1. instalment: 5 % of the Price as advance payment shall be paid after signing the Contract, and upon receipt of the Advance Guarantee,
2. instalment: 10 % of the Price as payment shall be paid upon delivery and approval of the completed Workshop documentation with Draft Material Specification proving materials used are according to IMO standard and Weight calculation,
3. Instalment: 5 % of the Price as payment shall be paid after agreed mock-up details presentation in Brodosplit shipyard 15/05/2020, and upon receipt of Performance Guarantee.
4. Instalment: 20 % of the Price as payment shall be paid upon receipt of the delivery of 50 % of Materials in the Shipyard and upon delivery of Fire load Booklet calculations with valid certificates at the date of Fire Volume Calculation.
5. instalment: 20 % of the Price as payment shall be paid upon receipt of the delivery of 100% of Materials in the Shipyard
6. instalment: 10 % of the Price shall be paid upon 25% of the Works completeness,
7. instalment: 10 % of the Price shall be paid upon 50% of the Works completeness
8. instalment: 10 % of the Price shall be paid upon 75% of the Works completeness
9. instalment: 5 % of the Price shall be paid upon 95% of the Works completeness
10. instalment: 5% of the Price shall be paid upon signing the Final Certificate of the Works' Completeness for a part of works determining 100% of the Works completeness, handing over of As Built Drawings and Sample Book/Full Material Specification and upon Receipt of the Warranty Guarantee.

11.2. The Client shall pay the Contractor the Price, based on the invoices, within 45 Calendar days from the end of Month date and of receipt of a valid and uncontested invoice on the basis of signed Certificate of the Works' Completeness of a part of works and the Delivery Certificate.

11.3. It is understood between Parties that in whatever case of delay of payment in part or in full, the Contractor, notwithstanding any other legal right under the Contract or in accordance with applicable law, is entitled to notify the circumstance in writing to the Client and immediately suspend his performance under the Contract until the full payment is credited -via wire bank transfer- to the following Contractor's bank account, if the Client does not perform the payment 15 (fifteen) Business Days after receipt of payment notice. It is also understood between Parties that in whatever case of delay of payment -in part or in full- an interest rate of 6 % (six percent) per year on the due amount shall be automatically charged to the Contractor and shall accrue beginning on the scheduled Payment date.

MEANS OF INSURANCE

Article 12

12.1. Advance Guarantee

- 12.1.1. As a security for the repayment of the advance payment, the Contractor undertakes to obtain an unconditional and irrevocable bank guarantee in favor of the Client, issued by a bank acceptable to the Client in full amount of advance payment payable on first written demand supported by Client's statement indicating in what respect the Contractor is in breach of its obligations under the Contract. Payments under Advance Guarantee shall be conducted by the bank irrespective of the validity and the effects of the Contract and waiving all rights of objection and defense arising from or being in connection with the Contract by the bank. The Advance Guarantee must be submitted to the Client before he makes the advance payment secured by the Advance Guarantee. The Advance Guarantee must be valid for at least 90 (ninety) Business Days from the Completion Date.
- 12.1.2. In the event of an extension of the Completion Date, the Contractor shall extend or renew the validity of the Advance Guarantee in accordance therewith and submit an extended or renewed Advance Guarantee to the Client no later than 30 (thirty) Business Days before the original Advance Guarantee expires.
- 12.1.3. If the Contractor fails to comply with the provisions of the preceding subparagraph, the Client is authorized to activate the original Advance Guarantee and the amount paid by the bank under the Advance Guarantee shall be deposited into the Client's account as a cash deposit to secure the advance payment.
- 12.1.4. The Advance Guarantee or the cash deposit from the previous subparagraph shall be immediately returned by the Client to the Contractor upon signature of the Delivery Certificate.
- 12.1.5. It is agreed by the Parties that the Client shall not accrue interests on the amount of the deposit referred to in this paragraph, i.e. that the Contractor shall in no case be entitled to interests on the said amount of the deposit.

12.2. Performance Guarantee

- 12.2.1.** As security for the fulfillment of all obligations in accordance with the terms and conditions defined in the Contract, the Contractor undertakes to obtain, in favor of the Client, an unconditional and irrevocable bank guarantee issued by a bank acceptable to the Client payable on first written demand supported by Client's statement indicating in what respect the Contractor is in breach of its obligations under the Contract. Payments under Performance Guarantee shall be conducted by the bank irrespective of the validity and the effects of the Contract and waiving all rights of objection and defense arising from or being in connection with the Contract by the bank. The Performance Guarantee must be submitted to the Client in the amount of 10% (ten per cent) of the Price. The Performance Guarantee must be valid for at least 60 (sixty) Business Days from the Completion Day.
- 12.2.2.** The Contractor is obliged to extend or renew the validity of the Performance Guarantee in the event that the delivery is made no later than 30 (thirty) Business Days before the expiry of the original Performance Guarantee. If the Contractor fails to comply with the provisions of this paragraph, the Client is authorized to activate the original Performance Guarantee.
- 12.2.3.** If the Contractor fails to comply with the provisions of the preceding subparagraph, the Client is authorized to activate the original Performance Bond and the amount paid by the Bank under the Performance Guarantee shall be deposited into the Client's account as a cash deposit to ensure the proper execution of the Contract.
- 12.2.4.** The Performance Guarantee or the cash deposit from the previous subparagraph shall be returned to the Contractor by the Buyer upon signature of the Delivery Certificate and receipt of the Letter of Guarantee.
- 12.2.5.** If the Contractor fails to fulfill his obligations in accordance with the terms and conditions defined by the Contract, the Client is authorized to activate the Performance Guarantee or to use the cash deposit.
- 12.2.6.** In the event that the Client activates the Performance Guarantee or uses part or all of the deposit because of a failure to fulfill, or improper fulfillment, the obligation under this Contract, the Contractor undertakes to pay the Client a sum up to the full amount of the deposit within 7 (seven) Business Days or submit a new Performance Guarantee as assurance of the continued orderly fulfillment of all obligations of the Contractor in accordance with the Contract.
- 12.2.7.** It is agreed by the Parties that the Client shall not accrue interests on the amount of the deposit referred to in this paragraph, i.e. that the Contractor shall in no case be entitled to interests on the said amount of the deposit.

12.3. Warranty Guarantee

- 12.3.1.** As a security for the fulfilment of his obligations for guarantee works defined in Article 15 of the Contract, the Contractor undertakes to obtain, in favor of the Client, an unconditional and irrevocable bank guarantee in the amount of 5% (five per cent) of the Price, issued by a bank acceptable to the Buyer payable on first written demand supported by Client's statement indicating in what respect the Contractor is in breach of its warranty obligations under the Contract. Payments under Warranty Guarantee shall be conducted by the bank irrespective of the validity and the effects of the Contract and waiving all rights of objection and defense arising from or being in connection with the Contract by the bank. The Warranty Guarantee must be submitted to the Client in accordance with Article 11 of the Contract, and 30 (thirty) calendar days before the Completion Day.
- 12.3.2** In the event of an extension of the warranty period in accordance with Article 15.6. of the Contract, the Contractor is obliged to extend the validity of the Warranty Guarantee in accordance with such extension and to submit it to the Client no later than 30 (thirty) Business Days before the expiry of the original Warranty Guarantee.
- 12.3.3.** If the Contractor fails to comply with the provisions of the preceding subparagraph, the Client shall be authorized to activate the original Warranty Guarantee and the amount paid by the bank under the Warranty Guarantee shall be deposited into the Client's account as a cash deposit to ensure the proper fulfillment of the obligations referred to in Article 15 of the Contract.
- 12.3.4.** The Warranty Guarantee or the cash deposit from the previous subparagraph shall be returned by the Client to the Contractor after the expiry of the warranty period.
- 12.3.5.** If the Contractor fails to fulfill his guaranty obligations as defined in Article 15 of the Contract, the Client is authorized to activate the Warranty Guarantee or to use the cash deposit.
- 12.3.6.** In the event the Client activates the Warranty Guarantee or uses a part or the entire amount of the deposit due to unfulfillment of the guarantee obligations referred to in Article 15 of the Contract, the Contractor undertakes to pay the Client the sum up to the full amount of the deposit within 7 (seven) calendar Days or to submit a new Warranty Guarantee as an assurance of the further orderly fulfillment of guarantee obligations in accordance with the Contract.
- 12.3.7.** It is agreed by the Parties that the Client shall not accrue interests on the amount of the deposit referred to in this paragraph, i.e. that the Contractor shall in no case be entitled to interests on the said amount of the deposit.

OWNERSHIP OVER THE EQUIPMENT

Article 13

13.1. It is agreed by the Parties that the Client becomes the owner of the Equipment once it is delivered to the Shipyard.

INSURANCE

Article 14

14.1. The Contractor shall contract and maintain with a reputable insurer an adequate insurance which covers:

a) Contractor's Works and Machinery

The Contractor shall insure and maintain insurance that covers Contractor's Works and Machinery (apparatus, machinery, Equipment, means and other items required to perform the Works) against any loss or damage caused any reason, except as provided in paragraph 14.2. of this article. The Contractor shall insure the Contractor's machinery at least for its full value, including its delivery to the Shipyard.

b) personal injury and property damage

The Contractor shall insure and maintain insurance that covers responsibility of each Party for loss, damage, death or personal injury that may occur on tangible assets (not related to the Contractor's Works and machinery) or any person (other than the Contractor's employees), occurred for whatever reason other than those mentioned in paragraph 14.2. of this article.

c) Contractor's employees

The Contractor shall insure and maintain liability insurance against claims, damages, losses and expenses arising from an injury, illness or death of any person employed by the Contractor occurred for whatsoever reason other than those specified in paragraph 14.2. of this article.

14.2. The risks being excluded are:

- a) war, hostilities (whether war is declared or not), invasion, action by foreign enemies,
- b) rebellion, terrorism, revolution, mutiny, military or usurped power or civil war in the country,
- c) ammunition, explosive devices, ionizing radiation or radioactive contamination in the country, unless caused by the Contractor's use of such ammunition, explosives, radiation or radioactivity,
- d) airwaves caused by aircrafts or other machines flying at audible or supersonic speeds.

14.3. Unless otherwise provided by the Contract, the insurance policies shall be in effect until the completion of the Works or the signing of the Delivery Certificate or upon the expiration date 31.12.2020. at the latest.

- 14.4. Unless otherwise specified by the Contract for a specific policy, the insured amount for each insurance policy for an adverse event shall be at least EUR 3.000.000,00 (three million EUR), and shall also cover damage caused by the Contractor's subcontractors. The insurance must cover the Contractor's gross negligence and the gross negligence and willful treatment of the persons for whom the Contractor is responsible.
- 14.5. The Contractor agrees to provide the Client with copies of insurance policies that are in accordance with the terms of the Contract at least 10 (ten) Calendar Days before the start of the Works at the Shipyard, as well as payment certificates for premiums to be paid based on the said policies at the Client's request. If the Contractor does not maintain the insurance pursuant to the Contract or fails to provide evidence of premiums paid and copies of insurance policies to the Client, the Client shall notify the circumstance in writing to the Contractor and specified if he will pay the due premiums and - request recovery of payments made from the Contractor afterwards.
- 14.7. The Contractor can make material changes to the terms of any insurance without the Client's prior approval if not opposite to the terms defined herein and shall notify the insurer of any relevant changes in the performance of the Works and shall ensure that the insurance policies are renewed and maintained in accordance with this Article.

WARRANTY

Article 15

- 15.1. The Contractor is responsible for the good and timely performance of the Works, their quality and compliance with the Contract and the applicable regulations.
- 15.2. The Contractor's warranty for the Works performed is 1 (one) year. The warranty period runs from the date of signature of the Delivery Certificate. During the warranty period, the Contractor shall, without charge, at his own discretion repair or replace the Equipment or parts of the Equipment on the Ship in respect of which there are defects, or remedy other defects in the performance of the Works. The Contractor shall bear all the costs of repairing and replacing the Equipment or parts of the Equipment and repairing the defects on the Works, including, but not limited to, the costs of transporting the Equipment and travel and accommodation cost of the Contractor's repairer.
- 15.3. The Client has the right to request remedy of defects discovered during the warranty period, no later than the last day of the warranty. Such a request made to the Contractor must contain a detailed description of the defects with pictures and an adequate deadline of at least 30 (thirty) days for their elimination and must be made in writing, except when production and transportation is needed for remedying defects in which case deadline should be 60 (sixty) days.
- 15.4. The Contractor is obliged to start remedying the defects as soon as possible, but not later than 15 (business) Days after receiving the written request described in the previous paragraph.

15.5. In the event that the Contractor does not remove the defects observed within the warranty period, within the period determined by the Client or does not start the remedy of defects within the period specified in the previous paragraph of this Article, the Client shall be entitled to correct them through a third party, and the Contractor shall be obliged to compensate him the related costs within 15 (fifteen) Business Days from the date of receipt of a written notice the expenditure effected. If the Contractor fails to cover this expenditure within the stated time, the Client is authorized to use the Letter of Guarantee received in accordance with the Contract.

15.6. In the case of minor repairs to the Equipment, the warranty period shall be extended for the period in which the Client has been deprived of using the Equipment. If any part of the Equipment has been replaced or substantially repaired, the warranty period shall start from the beginning for that part of the Equipment exclusively.

15.7. If a repair has been made which affects the entire Works, the warranty period for the Works shall be extended for a period of 6 (six) months beginning on the day on which the defects of the Works were remedied, but not less than 12 months nor longer than 18 months after the Delivery date of the Ship..

15.8 The Client may challenge the cause of defects in which event the Parties undertake to appoint an Expert within 7 (seven) Business Days from the receipt of the aforementioned notification of the Contractor, and if the Parties do not agree on the selection of the Expert, the Client is authorized to appoint an expert of the relevant profession from the list of permanent court experts. The costs of hiring an expert shall be borne by the Party who was wrong about the cause of defects covered by warranty.

CONTRACTUAL PENALTIES

Article 16

16.1. In case of delay in the execution of the Works relating to deadlines determined by the Exhibit 1 to the Contract, the Contractor shall pay the Client contractual penalties in the amount of 0.2% (zero point two percent) of the Price for each Business Day of delay, which amount of the contractual penalties is due the following day for each Business Day of the delay. The contractual penalty for the first delay shall be calculated starting from the expiry of 7 (seven) days following the first day of delay. The collection of contractual penalties for exceeding the deadlines set out in Exhibit 1 to the Contract in respect of several stages of the Works is not mutually exclusive, that is, an accumulation of contractual penalties is allowed with respect to each phase specified in Exhibit 1 to the Contract.

16.2. If the Contractor, due to exclusive and sole Contractor's fact and fault, fails to fulfill his obligation under the Contract, or fails to fulfill them properly, and continues with the

breach or non-fulfilment of his obligations up to 20 (twenty business days) days after receiving a written notice stating the breach, the Contractor have an option to:

- either to pay the Client contractual penalty in the amount of EUR 100.000,00 (also by set-off of the amount due by the Client),
- or to challenge the grounds for the contractual penalties from the Article 16.1.

16.3. The Parties agree that the Client's rights to collect Liquidated Damages under this Contract shall not be mutually exclusive.

16.4. The Client is authorized to collect contractual penalties by notifying the circumstance in writing to the Contractor and then by deducting the amount of liquidated damages from a certain installment of the Price, or by means of a Performance Guarantee and/or may submit to the Contractor a separate invoice for the payment of the contractual penalties.

MUTUAL PROTECTION OF CLASSIFIED DATA AND OBLIGATIONS TOWARDS THE BUYER

Article 17

17.1. The Contractor undertakes to sell to the Client all spare parts of the Equipment necessary for the proper functioning of the Works in the manner and when required by the Client at any time during the next 2 (two) years.

17.2. The Contractor undertakes to make a spare parts list and sell all the above-mentioned spare parts and services to the Client at a fair price determined by the market.

COMMUNICATION AND OFFICIAL NOTIFICATIONS

Article 18

18.1. Notifications, as well as any other written communications (hereinafter: **Notification) that one Party sends to the other pursuant to the Contract shall be in writing, except otherwise agreed upon, sent by registered mail or by e-mail. It shall consider that the delivery has been duly performed if the **Notification** has been sent to the address and email referred to in paragraph 18.3. of this Article, by any of the above delivery methods. The **Notification** sent by registered mail shall be deemed to have been duly executed on the day it is received and, in the event that the **Notification** is returned for whatsoever reason to the sender, on the day the post officer declares -on the envelope or on the letter receipt - the non-delivery and the related reason. The **Notification** sent by e-mail is considered duly executed at the time of its sending to the proper email address.**

18.2. In the event that either of the Parties changes the information referred to in paragraph 18.3. of this Article, the other Party must be notified in writing immediately of the change.

18.3. The persons authorized to coordinate and supervise the fulfilment of obligations under the Contract and to sign Certificate of Works' Completeness and the Delivery Certificate during the Contract term are:

For signing Certificate of Works' Completeness and the Delivery Certificate for the Client:

Address: Put Supavla 21, 21000 Split, Croatia

Contact person: Member of the Board – from side of the Builder, Brodosplit JSC

Telephone: +385 21 391 201

E-mail address: uprava@brodosplit.hr

For coordination and supervision of fulfilment of obligation for the Client: DIV group – Brodosplit JSC

Address: Put Supavla 21, 21000 Split, Croatia

Contact person: Don Marshall / Martina Radovcic

Cell phone: +385 99 4988280 / +385 99 3392311

Telephone: +385 21 391 222

E-mail address: don_marshall@brodosplit.hr / martina.radovcic@brodosplit.hr

For the Contractor: HYSEA S.R.L.

Address: Via Palù 34 – 31020 S. Vendemiano TV, Italy

Contact person: Daniele Stel / Tamara D'Arsie

Cell phone: +39 344 3482192 / +39 338 5367544

Telephone: +39 0438 1918700 / +39 0438 1918770

E-mail address: daniele.stel@hysea.it; tamara.darsie@hysea.it

18.4. If the invoice was not issued on the basis of a Certificate of Works' Completeness and the Delivery Certificate signed by a person authorized under Paragraph 18.3 of this Article such invoice shall be considered as invalid invoice, the Client shall dispute such invoice and return the invoice to the Contractor. In case of an invalid invoice, payment obligation will not arise.

CONFIDENTIAL INFORMATION

Article 19

19.1. The Parties shall keep all the other Party's data of a technical and business nature, which he has access to during the execution of the Works under the Contract, as a business secret and shall not use them for purposes other than for the fulfillment of the Contract. The Contractor undertakes to ensure that his employees, subcontractors and external associates treat confidential information that they learn during the Contract term in accordance with the provisions of this Article.

19.2. The Parties undertake not to disclose the other Party's confidential information in any form to third parties and also undertake to ensure that the confidential information is not

disclosed or spread by their employees, subcontractors, external associates and others for which they are responsible.

- 19.3. The Parties hereby undertake to keep the Contract and its contents confidential and thereby undertake not to disclose to any unauthorized person or any third party any information related to or connected to the Contract without the prior written consent of the other Party. It is understood the Client is entitled to share its Confidential Information with its affiliates.
- 19.4. The confidentiality obligations shall remain in force even after the termination of the Contract for any reason, for a maximum of 5 (five) years after the termination of the Contract.
- 19.5. The Parties agree that the following information are not considered confidential:
 - a) information already in possession of the other Party and which the Party concerned was not obliged to keep as confidential;
 - b) information published on or after the conclusion of the Contract, whereby the Parties are not responsible for the publication;
 - c) information to be disclosed under applicable laws and at the request of competent authorities;
 - d) developed by one Party through its own activities without the use of confidential information.

HEALTH, SAFETY AND ENVIRONMENTAL PROTECTION

Article 20

- 20.1. The Contractor must, during the execution of the Works, comply with the laws governing labor law issues, including protection at work of employees and environmental issues, as well as any other regulations specifying and elaborating in detail the provisions of the said laws.
- 20.2. The Contractor undertakes to comply with the Client's health, safety and environmental acts referred to in Article 5 of the Contract and guarantees the conduct of its employees and subcontractors and employees of subcontractors in accordance with the above.
- 20.3. The Contractor fully protects the Client against all activities, claims, statements and grounds for prosecutions based on whatsoever reason including damages, reasonable costs and expenses - that may arise because the Contractor or the Contractor's subcontractor, due to their own fact or exclusive fault, did not comply with the provisions of the Contract relating to the health, safety and environment protection, provided that the Client promptly inform the Contractor in writing of any of such claim etc.
- 20.4. The Parties undertake to inform the other Party promptly and in writing of any potential liability, claim or action taken regarding the failure to comply with the provisions of the

health, safety and the environment protection. In this case, the Contractor undertakes, at his own expense, to enter into negotiations with its subcontractor/third party for the purpose of settling demands and claims of the its subcontractor/third party and/or recovering all costs and damages suffered by the Client which the Client had to compensate the its subcontractor/third party on the basis of decisions made in litigation, administrative or other proceedings in respect of the same breach and to reimburse all costs incurred by the other Party in the said proceedings.

FORCE MAJEURE

Article 21

- 21.1. The Parties are not liable for non-performance of any obligation under the Contract, if the non-performance is result of events of force majeure - an event beyond the control of the Parties and independent of their will which directly affects the fulfillment of obligations under the Contract and the occurrence of which is not due to negligence of the Party and which could not be predicted, prevented, avoided or eliminated.
- 21.2. The force majeure event includes, but is not limited to, natural disasters, state of war, embargo.
- 21.3. In the event that any of the Parties is obstructed by an event of force majeure in the fulfillment of the Contract, it shall notify the other Party without delay, within 48 (forty-eight) hours at the latest, indicating the cause and possible duration of the force majeure event. The same procedure shall be applied for notification of termination of force majeure events.
- 21.4. In the event of force majeure, the affected Party shall use its best endeavors to recover or fulfill its obligations under this Contract.
- 21.5. Should events deemed to be force majeure occur, the time limits set forth in the Contract shall be sought to be adjusted by mutual agreement, but in the event of force majeure events exceeding 30 (thirty) calendar days, each Party has the right to terminate the Contract by written notice with immediate effect.

COPYRIGHT

Article 22

- 22.1. By signing the Contract, the Contractor transfers to the Client the right to use, change and modify all written documents, tables, drawings, plans, drafts, sketches, acts and other objects, models, samples, images, films, microfilms, and other content visually, auditory, mechanically, manually or in any other way recorded on any medium, as well as other documents produced by the Contractor and/or his subcontractors for the only and limited purpose of execution of the Works, which are considered to be copyright or other related work.

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

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

ANNEXES AND AMENDMENTS TO THE CONTRACT

Article 23

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

GENERAL PROVISIONS

Article 24

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

24.2. Jurisdiction. The Parties undertake to use their best endeavors to resolve any disputes arising out of or in connection with this Contract by mutual agreement. If no amicable settlement can be reached within 30 (thirty) Business Days, all disputes arising out of or in connection with the Contract, including disputes relating to the issues of its proper occurrence, breach or termination, as well as the legal effects that result from it, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The place of arbitration shall be Zurich, Switzerland and the language of the arbitration shall be English.

24.3. Subcontractors and transfer. The Contractor shall not transfer the benefits or rights under this Contract without the Client's written consent. Neither the Client nor the Contractor shall transfer the obligations under this Contract without the written consent of the other Party. In the case of subcontracting, the Contractor agrees to bid the subcontractor in their agreement to act in accordance with the terms of this Contract and shall be responsible for the Works performed by the subcontractor as if he had performed them himself, i.e. their responsibility shall be joint and several.

24.4. Complete Contract. This Contract, together with all its Exhibits, contains the entire agreement of the Parties with respect to the subject matter of the Contract and supersedes any other agreements, oral or written, that relate to the subject matter of the Contract. Amendments to the Contract shall not bind the Parties unless made in writing.

24.5. Partial invalidity. The invalidity or unenforceability of any provision of the Contract shall not affect in any way the validity or enforceability of the remaining provisions and the

Parties shall use their best endeavors to amend such provision so as to make it valid and enforceable in accordance with its stated intention, to the extent allowed by law.

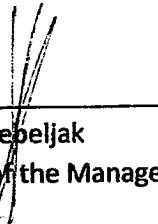
24.6. **Number of copies.** This Contract is concluded simultaneously in 2 (two) identical copies, one for each Party.

24.7. **Entry into force.** The Parties agree that the Contract shall be deemed to have been concluded at the time when it is signed by persons authorized to represent the Parties and authenticated by the Parties' stamps (except when the certification of the contract with a stamp is not necessary for the Party which, in the country of its registered office and in regular legal transactions, does not use the seal when entering into contractual relations).

24.8. **Terms and Conditions.** The General Terms and Conditions of any Party do not apply to the Contract, and for which effect it is not important that the Party objects to the application of such General Terms, nor the fact that the Client accepted the offer of the Contractor, accepted Works from the Contractor or paid to the Contractor part or all of the Price, unless specifically determined differently under this Contract.

24.9. The Parties agree that they are aware of their rights and obligations arising under this Contract and that they accept the same.

For the Client:

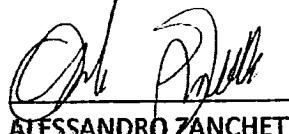

Tomislav Debeljak
President of the Management Board

Date: 04/05/2020

Place: SPLIT

DIV GRUPA d.o.o.
10430 SAMOBOR, Bobovica 10/A
Tel. 01 3377-000, Fax. 01 3376-155
5 OIB: 33890755814

For the Contractor:


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

Date: 06. April 2020.

Place: S. Vendemiano, Italy

hysea srl
Via Palù, 34
31020 SAN VENDEMIANO - TV - ITALY
P +39 0438 1918700 - F +39 0438 1918701
info@hysea.it - C.F./P. IVA 00767710262

DIV GROUP ltd., having its registered seat at Samobor, Bobovlca 10/A, Croatia, EU VAT identification number: HR 33890755814 represented solely and independently by Tomislav Debeljak, President of the Management Board

(hereinafter Client)

and

HYSEA S.R.L. having its registered seat at S. Vendemiano (Treviso, Italy) – Via Palu nr. 34, EU VAT identification number: IT 00767710262, represented solely and independently by DANIELE STEL, DIRECTOR and Chief Operating Officer of Hyseas.r.l.

(hereinafter Contractor)

are entering into this

**ANNEX No.1
to the TURNKEY CONTRACT
(hereinafter Annex)**

1. PREAMBLE

- 1.1 The Parties acknowledge that they have entered on 4th of May 2020 into Turnkey Contract for Newbuilding 487 (hereinafter Turnkey Contract).
- 1.2 Unless otherwise defined herein, all terms beginning with a capital letter which are defined in the Turnkey Contract shall have the same meaning herein as therein unless expressly provided herein to the contrary.
- 1.3 Hereby, Parties have a common interest to arrange performance of additional works and purchase, delivery and installation of the materials, the price for additional works and materials and the payment of price for additional works and materials, as well as to amend and supplement Exhibit 1 - Key deadlines / Phases of work execution as well as Exhibit 10 - Main schedule of Works and delivery of workshop documentation.

2. SUBJECT OF THE ANNEX

- 2.1 Parties agree to amend Exhibit 1 of the Turnkey Contract - Key deadlines / Phases of work by replacing it with new Exhibit 1 - Key deadlines/Phases of work execution which forms an integral part of Turnkey Contract.
- 2.2 Parties agree to amend Exhibit 10 of the Turnkey Contract - Main schedule of Works and delivery of workshop documentation by replacing it with new Exhibit 10 - Main schedule of Works and delivery of workshop documentation. Main schedule means the dynamics of performance of Works approved by the Client.
- 2.3 Parties agree to amend Completion Date to 15.02.2021, except for the following works:
 - AFT window carters at Restaurant and Panorama due to design mistake. Materials will be at shipyard on 17/02/2021;

- Gaskets portholes in all areas. Materials will be at shipyard on 17/02/2021.
- Nr. 2 laminated ceiling panels at gaming area Panorama + beams lining at gaming and library requested by Quark. Materials will be at shipyard on 20/02/2021.
- Cleaning, touch-ups, commissioning and any remarks elimination from 15/02/2021 to 28/02/2021

These activities will be conducted and completed by 28/02/2021 to achieve 100% completion of Works, provided that no unexpected events or activities arise from Brodosplit or from Third Parties, beyond Hysea's direct control.

2.4 Contractor's workers will be present on board and able to perform Works during the Sea Acceptance Trial which dates have been confirmed from 05/02/2021 (evening) to 08/02/2021 (morning). During the Sea Trial, the workers will have accommodation and meals to the expenses of Client. In the event that workers cannot be present and able to perform Works during Sea Acceptance Trial due to decision of the Client, the Completion date shall be prolonged for number of days Ship was on Sea Acceptance Trial. All additional expenses due to this forced work stop (labour hours) will be charged to Client.

2.5 Parties agree to arrange performance of additional works and purchase, delivery and installation of materials based on the specification NB. 487 POLAR PASSENGER CRUISE VESSEL, PUBLIC AREAS - TK2, EXTRA MATERIAL LIST REV. 9 - 21/10/2020 which forms an Exhibit A to this Annex and integral part of the Turnkey Contract (hereinafter Additional works and materials).

The price for Additional works and materials is agreed in EUR 44.513,00 for which Hysea has issued invoice nr. 20 dated 30/10/2021. Payment will be done immediately by Client upon signing of this Annex.

All other provisions of the Turnkey Contract referring to Works and Price shall also apply to Additional works and materials and price for Additional works and materials if not stated otherwise under this Annex. Price for Additional works and materials shall be taken into consideration when issuing Warranty guarantee and calculating contractual penalties.

2.6 The Contractor hereby states that during the execution of the Turnkey Contract the Contractor suffered damages and extra expenditures in the amount of:

- € 159.000,00 as Extra Expenditures for prolongment of project timing by two months with respect to the original completion date as set forth in Main Contract, which the Parties mutually agree to discuss and define after Final Completion Date 28/02/2021 but not later than 10/03/2021.
- € 13.932,00 as Extra Works requested by shipyard and executed by Contractor, as well as Damages suffered. Contractor will invoice such amount on 15/02/2021.

3. FINAL PROVISIONS

3.1 Parties have read and understood this Annex and in sign of accepting the rights and obligations thereof sign the Annex.

3.2 Parties mutually agree that all other provisions of the Contract, except those amended by this Annex, shall remain in force unchanged and applicable unless they are contrary to the provisions of this Annex.

3. This Annex is made in two (2) identical copies in English language, one copy for each side.

For the Client:

JKV GRUPA d.o.o.

JKV SAMOBOR, Bobovica 10/A
I-01 337-000, PH: 01-3374-165
Croatia

President of the Management Board

Date: 02.02.21

Place: Samobor, Croatia

For the Contractor:

DANIELLE STOJ

DIRECTOR AND CHIEF CONTRACTOR, GMBH

Date: 02/02/2021

Place: S. Venderbosch, NL

11 (TK Loosed to Fixed)

DIV GROUP Ltd, having its registered seat at Samobor, Bobovica 10/A, Croatia, EU VAT identification number:HR 33890755814 represented solely and independently by Tomislav Debeljak, President of the Management Board (hereinafter the Client)

and

HYSEA S.R.L. having its registered seat at S. Vendemiano (Treviso, Italy) – Via Palu nr. 34, EU VAT identification number: IT 00767710262, represented solely and independently by ALESSANDRO ZANCHETTA, CEO and Legal Representative of Hysea s.r.l.

(hereinafter the Contractor)

Client and Contractor are hereinafter sometimes collectively referred to as the Parties or each individually as the Party

hereby enter into the following

TURNKEY CONTRACT

This Contract is concluded between the Client and the Contractor with regard to the production of workshop documentation, material, delivery, construction, assembly works, testing and commissioning of furniture as set forth in Exhibit 6 for Newbuilding 487 on a turnkey basis.



hySEA

DEFINITIONS AND INTERPRETATION

Article 1

1.1. In addition to the definitions defined elsewhere in this Contract, the definitions set forth below have the following meaning, unless otherwise derived from the context:

Ship means a Polar Cruise ship marked with the Builder's designation NB487 (Quark Expeditions), which the Builder builds for the Buyer under the Shipbuilding Agreement with the Buyer.

Shipyard means the shipyard BRODOSPLIT JSC, Put Supavla 21, Split, that is, the place where the Works on the Ship are performed.

Price means a fee for the Turnkey Works.

Delivery Date means the day on which the Parties hand over the Works in accordance with Article 9 of the Contract and draw up a Delivery Certificate. The Delivery date is considered to be the day specified in the Delivery Certificate.

The Completion Date is 30.11.2020.

Main schedule means the weekly dynamics of performance of Works approved by the Client.

Documentation means the project documentation which the Client delivers to the Contractor, and which makes the Exhibit 2 to the Contract.

Advance Guarantee means the bank guarantee referred to in Article 12 in the form and content contained under Exhibit 4 to this Contract.

Warranty Guarantee means the bank guarantee referred to in Article 12 in the form and content contained under Exhibit 5 to this Contract.

Builder means BRODOSPLIT JSC, Put Supavla 21, 21000 Split, Republic of Croatia, PIN: 18556905592, who pursuant to a Shipbuilding Agreement builds a ship for the Buyer.

Classification Society means DNV-GL.

Turnkey means the obligation of the Contractor to perform the Works in accordance with the principle of integrity and functionality, that is, to make the necessary project documentation, perform the works and to supply all materials and equipment under this Contract to the extent necessary to satisfy the conditions of functionality and integrity of the Works, including the works and supplies of equipment and materials not expressly mentioned in this Contract but required for the completion of the Works, which in particular includes replacement works, unforeseen works and any surplus works which the Contractor should have foreseen by its calculation of Works and Price and any surplus works, all under



assumption that the scope of the contracted Works has not been changed based on the agreement of the Parties. It is to be understood the Works does not include subsequent works as defined in Article 8 of the Contract.

Delivery Certificate means the certificate to be drawn up and signed by the Parties at delivery pursuant to Article 9 of the Contract.

Final User means Vinson Expeditions Inc, Trist Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Island MH9690, who uses the Ship based on the Charter Agreement with the Buyer.

Buyer means Polaris Exploration Inc having its registered seat at Majuro, Ajeltake Road, Ajeltake Island, Republic of Marshall Islands, who buys the Ship based on the Shipbuilding Agreement with the Builder.

Equipment means all materials and equipment that the Contractor shall install to the Ship during the execution of the Works, which shall be listed in Workshop Documentation.

Equipping Area means the space of the Ship in which the Works are carried out and which is indicated in the document entitled "General Arrangement" forming Exhibit 7 to the Contract.

Business Day means any day except Saturday, Sunday and national or religious holidays which are designated by law as non-working days in the Republic of Croatia.

Works include all works under this Contract which the Contractor is obliged to perform, as well as the materials and equipment required for the preparation, execution and completion of the works in the Equipping Area and the elimination of defects during the warranty period, including replacement works necessary for the completion of the works, as well as all unforeseen and additional works except subsequent works as defined in Article 8 of the Contract.

Specification includes a scope of works, materials and equipment according to which the Contractor is obliged to perform the Works. Draft Material Specification, shall be included under Workshop documentation and shall include, among other, individual weight of each piece of Equipment. Full Material Specification shall be provided before signing Delivery Certificate together with As Built Documentation

Price List contains the technical description, quantities and unit prices for each item of the Works and forms Exhibit 6 to this Contract, and the risk of possible shortcomings of Price List is exclusively borne by the Contractor.

Certificate of Works' completeness means the certificate that the Parties shall draw up and sign in accordance with Article 9 of the Contract, which shall determine the percentage of the Works completed.

- 1.2. The headings in this Contract are for transparency purposes only and have no meaning for the purposes of interpretation of the Contract.
- 1.3. The documents listed below are considered to be an integral part of the Contract and are read and interpreted as such:

Exhibit 1 –Key deadlines/Phases of work execution

Exhibit 2 –Documentation

Exhibit3–Interface list

Exhibit4–Advance Guarantee

Exhibit5–Warranty Guarantee

Exhibit 6– Specification and Price List

Exhibit7–General Arrangement

Exhibit8 –General Terms and Conditions of business with cooperants of the Brodosplit Group

Exhibit 9 – Main Schedule of Works and delivery of workshop documentation (template)

The Contractor undertakes to comply with the abovementioned Exhibits of the Contract and guarantees that its employees and subcontractors shall comply as well.

The Contractor declares that the following Client's and Shipyards safety policies and instructions have been made available to him, that he is aware of them and undertakes to comply with the following security policies and related instructions of the Client and Shipyard:

- a) Regulations for safe work on scaffolds and other surfaces on which work is carried out
- b) Organizational instructions for the installation and use of energy installations on new buildings
- c) Organizational instruction for safe work when performing corrosion protection works and other works on ship and other enclosed areas
- d) Organizational instruction for the labelling and issuing procedure and the work with cables for electric welding, thermal fuses, rubber tubes and gas burners
- e) Safe operation with open flames
- f) Instruction for managers for workplace inspection
- g) Decision on procedure in the event of injury at work

- 1.4. In the event of a conflict between the Contract and its Exhibits, the provisions of the Contract shall prevail. In the event of a conflict between the Exhibits to the Contract, the exhibits shall prevail in order as they are listed above.

SUBJECT OF THE CONTRACT

Article 2

- 2.1. The Parties agree that the Contractor undertakes to perform Works on the Ship in accordance with the Contract, Specification and instructions of the Client.
- 2.2. The Contractor undertakes to notify the Client in writing of any evident defects which he has noticed or should have noticed in the Specification and received documentation and which are important for the quality of performance, otherwise shall be responsible for the damage caused to the Client. If, after having received the notification, the Client insists that the Contractor shall perform the Works with defects, the Contractor shall comply with the Client's request at Client's own responsibility. The Contractor may further elaborate the Specification with the approval of the Client.
- 2.3. The Contractor shall, when preparing for the execution of the Works, monitor and check the quantities, masses, type and quality of the materials procured by the Client, and notify the Client in writing of any defects which he has noticed or should have noticed in quantity, type or quality of the material needed to perform the Works not later than 7 (seven) Business Days to the beginning of the Works, otherwise shall be liable for damage to the Client. The material provided by the Client shall be set out in Exhibit 6 of the Contract.
- 2.4. The risk of loss and damage of the Equipment provided by the Client for the performance of Works, from the moment of take-over of the Equipment until the successful takeover of the Works shall be borne by the Contractor.

WORKSHOP DOCUMENTATION

Article 3

- 3.1. The Contractor agrees to submit the Workshop Documentation consecutively according to the Main Schedule of Works and delivery of workshop documentation, which is contained under Exhibit 9 of this Contract, with final date of delivery on 11.09.2020. Workshop Documentation shall include the Specification of the materials. Workshop Documentation may be delivered in a rolling sequence if previously approved by the Client.
- 3.2. The Workshop Documentation is considered accepted after the inspection and written consent of the Client. The documentation is considered correct and submitted within the deadline of 7 Calendar Days if the Client does not have subsequent justified comments regarding the completeness and content of the Workshop Documentation. In case the Client has strong and proved grounds for objection to the contents of the documentation submitted by the Contractor and/or the same is delivered incomplete, the period until the proper and complete delivery of the documentation, i.e. its updated versions, shall be considered a delay.



RULES, REGULATIONS AND STANDARDS

Article 4

- 4.1. The works must comply with the laws, regulations, classification society rules DNV-GL and norms in every respect, in accordance with the standards of the shipbuilding industry and in accordance with the conditions under which the ship sails.
- 4.2. Laws, regulations, classification society rules and norms include all changes up to the date of signature of the Delivery Certificate.

OBLIGATIONS AND DECLARATIONS OF THE CONTRACTOR AND OBLIGATIONS OF THE CLIENT

Article 5

- 5.1. The Contractor is specifically obliged:

- a) to perform the Works according to the Contract, Main Schedule and the Specification;
- b) to submit the Workshop Documentation within the term specified in Article 3.1. of the Contract;
- c) inform the Client of the total weight of the Equipment within 20 (twenty) calendar days from the signing of the Contract and submit a list of weights for each part of the Equipping Area which includes the weight specification for the final deck covering, panelling, doors, ceiling, fixed and movable furniture, and all other equipment, which is part of the Contractors Scope of Work and Supply which must be approved by the Client;
- d) to install Equipment that meets the Specification's requirements of the Client, all in accordance with the relevant regulations and standards;
- e) to submit to the Client the certificates, i.e. evidence of the quality of the Works and the evidence of the quality of the installed Equipment simultaneously with the delivery of the Equipment,, in accordance with relevant regulations and standards (e.g. Classification society certificates, IHM certificates...);
- f) to perform all necessary activities, including unforeseen works and obligations, which are necessary for the execution of the Contract, irrespective of whether they are specified in the Specification which is included in Exhibit 6 of this Contract, when they prove necessary to ensure the integrity and functionality of the Works or compliance with classification society rules;
- g) to eliminate and repair within the warranty period any malfunctions, defects or omissions identified during the delivery, as well as those discovered during the warranty period, in accordance with the provisions of the Contract;
- h) to comply with the health, safety and environmental regulations of the Client's and applicable safety policies;
- i) to provide the Client with insurance instruments in accordance with the provisions of the Contract;
- j) to provide all employees with all the necessary tools and means (including, among other things, small consumables) necessary for the timely and quality execution of the



contracted Works, and adapt all tools to the connections and joints at the Client's premises where the Works are performed;

- k) to keep the tools used for carrying out the Works on the premises of the shipyard, since in case of its loss the Client will not bear the cost of the lost tool;
- l) to insure until the Delivery the premises where the Works have been completed while the Works are being completed in other unfinished premises;
- m) to provide transport workers within the Shipyard and coordinate transports and to be responsible for horizontal transport;
- n) timely, before the Contractor's employees or subcontractor start working, to submit to the Client the work permits, certificates, health certificates and other necessary documentation of his employees and subcontractors for the purpose of creating ID cards;
- o) to appoint a responsible person - a representative of the Contractor's workers and his subcontractors, who shall take care of the orderly and timely performance of the Works and the conduct of the employees in accordance with the Contract, the applicable laws and the instructions and rules of the Client;
- p) to appoint a responsible person who is obliged to cooperate with the authorized persons of the Client for the implementation of occupational safety, fire protection and environmental protection measures and, in accordance with the Law on Occupational Safety, designate a person to supervise the implementation of occupational safety measures during the execution of the Works at the Client's premises, which shall obliged to cooperate with the Client's Occupational Safety, Fire and Protection Service.
- q) to maintain workplaces neat and clean and remove materials from workplaces, otherwise the Client shall notify in writing the non-compliance to the Contractor; should the non-compliance persist on the following day, the Client shall do the same at the Contractor's expense.

5.2. The Contractor declares and warrants:

- a) that he and his employees and subcontractors and employees of the Contractor's subcontractors possess the necessary licenses, qualifications, experience and ability to perform the Works included in the Contract and to maintain all necessary permits valid during the Contract;
- b) that the Equipment used in the execution of the Contract has all the necessary attestations and certificates, and that the materials that are harmful to human health are not used or are used in accordance to the applicable law;
- c) that the tool used in the execution of the Contract have all the necessary attestations and certificates, and that it shall maintain for the duration of the Contract all necessary certificates and attestations.
- d) to implement on a regular basis and throughout the duration of the Contract all occupational, safety and health measures prescribed by the relevant regulations;
- e) to submit to the Client, on a weekly basis, every Friday by 11.00 hours, a list of workers who shall perform the Works the following week, including information on the name and surname of the employee and his ID number, all for the purpose of controlling working hours and number of employees;



- f) in the case of contracting the execution of the Works or part of the Works with the subcontractors, to ensure that the subcontractors and their employees fulfil all the conditions and obligations stipulated by the Contract and that he shall be responsible for the conduct and the works performed by the subcontractors or their employees, as if they were performed by himself, i.e. his employees, and to compensate the Client for any damage caused by these conducts of works. The Contractor undertakes to provide the Client with an insight into all certificates, licenses and other necessary documentation related to the subcontractors and their employees. In case of further subcontracting, the Contractor shall have the same obligations with respect to subcontractors engaged by subcontractors.

5.3. The Client undertakes:

- a) to assume responsibility for the payment of duly delivered and accepted Works, in accordance with the payment terms defined in the Contract;
- b) timely provide Documentation, energy, lighting, scaffolding and space cleaned from previous works;
- c) if necessary, further educate Contractor's employees about safe operation in the Shipyard;
- d) to create ID cards for the Contractor's employees for the purpose of recording the entry/exit from the Shipyard area, borrowing/returning of the equipment;
- e) if necessary or requested, enable the storage of the Contractor's Equipment within the Shipyard at the first entry of the Equipment into the Shipyard, whereby the responsibility of the Client is limited solely to the orderly storage and he assumes no responsibility for the inspection of the Equipment upon its taking over. The Client's responsibility for proper storage ceases when the Contractor first picks up the Equipment or part of the Equipment and removes it from the warehouse;
- f) to provide means of transport (crane with a driver/crane operator)
- g) to timely provide material for the execution of the Works, which is required to be installed by the Contractor.
- h) to comment and approve or reject the weight list provided by the Contractor within 7 (seven) days of its receipt.
- i) to comment/approve or reject Workshop drawings and documentation within 7 (seven) calendar days of receipt.

SUPERVISION

Article 6

- 6.1. The Client, including the Buyer of the ship and the Final User, as provided by the Shipbuilding Agreement, has the right at its own expense to supervise the production of the Equipment and the execution of the Works during the entire period of production of the Equipment and the execution of the Works and may attend all analyses and tests related to the production of the Equipment and the execution of the Works provided that such supervision



shall not obstruct nor interfere with the regular course of its activities. Such supervision shall be notified in writing at least 7 (seven) calendar days prior to the inspection.

- 6.2 The Contractor shall notify the Client at least 5 (five) Business Days of the start of the Equipment production and of the testing program for the purpose of the Client's timely supervision.
- 6.3. The presence of the Client, the Buyer and the Final User, their objections or acceptance of the relevant raw materials and/or materials and/or works shall not affect the Contractor's liability for safety and quality nor the warranty obligations under the Contract, unless otherwise stated in writing in the inspection report signed by the Client.

DELIVERY DATE

Article 7

- 7.1. The time of execution of the Works will be determined in more detail by the weekly Main Schedule which will be agreed between the Parties and aligned with the deadlines set out in Exhibit 1 to the Contract.
- 7.2. Key deadlines for the execution of the Works pursuant to key stages are defined in Exhibit 1 to the Contract.
- 7.3. The Contractor shall continuously monitor the execution of the planned activities and Works and shall submit weekly reports to the Client (every Monday until 11 am). If, during the execution of the Work, circumstances change for any reason, the Contractor shall, without delay, submit to the Client the revised Main Schedule for review and approval. If the Client accepts the revised Main Schedule, this fact shall not mean that the Client has waived any of its rights under the Contract, and in particular with respect to payment of contractual penalties, damages compensation and/or termination of the Contract, except when it is solely Clients fault or in the event of force majeure. From the moment of acceptance of the revised Main Schedule, if the revision of the latter resulted in a modification of the deadlines set out in Exhibit 9 of this Contract, the deadlines set out in Exhibit 9 shall be calculated exclusively according to the deadlines defined in the revised Main Schedule.
- 7.4. If the Contractor does not comply to the provisions of the Contract and the rules of the profession during the performance of the Works, in a case of planned or technical failures on the part of the Contractor, as a result of which the Works may have defects or not be performed in accordance with the deadlines set by the Contract and the Main Schedule, the Client shall notify the Contractor thereof and set an appropriate deadline, which may not exceed 5 (five) Business Days, in order to adjust his Works to obligations undertaken by the Contract. If the Contractor fails either to justify the non-compliance in writing or to comply with the Client's request by the expiration of the stated deadline, the Client is entitled to terminate the Contract with immediate effect and to claim damages. If it is obvious that the Contractor shall not comply his Works to obligations undertaken by the Contract or that the



Works shall not be completed within the period stipulated by the Contract and in the Main Schedule, the Client shall have the right to perform the Works, in whole or in part, independently or through third parties. The Contractor undertakes to reimburse the Client for all costs necessary for the completion of the Works which he has performed independently or through third party. The Client is entitled to charge the above costs by deducting the amount of costs from a certain invoice, and/or by submitting a separate invoice to the Contractor.

- 7.5. The Contractor undertakes to submit to the Client the workshop documentation and their revised versions for supervision upon the Schedule which is in Exhibit 9 of this Contract or to provide him access to the information system where the same shall be uploaded. In case of delay in delivering workshop documentation according to Article 3.1 of the Contract and/or delay of uploading the updated versions of the workshop documentation, the Contractor shall pay the Client contractual penalty amounting to 0,1% of the Contract Price for each Delayed Business day, and the amount of the contractual penalties shall be due the following day for each Delayed Business day.

The Client is authorized to collect the contractual penalties by deducting the amount of contractual penalties from a certain instalment of the Price, by submitting a separate invoice for the payment of the contractual penalties submitting to the Contractor, all at its own discretion. If the Contractor fails to comply with the Client's warning, i.e. fails to fulfil his obligations under this Article within 5 (five) Business Days after receiving the written warning, the Client is entitled to terminate the Contract.

- 7.6. If circumstances arise that, in opinion of a prudent and diligent person, having the average knowledge and experience characteristics as the Contractor and is performing same business activities, may completely or partially prevent the execution of the Works in accordance with the Contract, the Contractor shall notify the Client without delay, within 5 (five) calendar days. Parties shall define the responsibility (if any) of the happening and promptly solve the circumstances in order to proceed execution of project smoothly in order to have the workshop documentation modified or amended, accordingly.
- 7.7. Notwithstanding the abovementioned regulations, the Contractor has and maintains the right to prove that he is not liable or solely liable for any delay or non-compliance.

ADDITIONAL AND URGENT UNFORSEEN WORKS

Article 8

- 8.1. Works which are not specified in the Contract but still requested by the Client, although they are not necessary for the fulfilment of the Contract, the Contractor shall perform only on the basis of a written Client's instruction, including even the case when the Contractor proposed the performance of these works to the Client who approved them.



- 8.2. The Parties agree that within 7 (seven) Business Days from the receipt of the Client's order, they shall agree whether or not to perform the order (which shall be not unreasonably refused by the Contractor) and on the related price of additional works and on the impact on the deadlines set by the Contract and the Main Schedule and shall make a written annex to the Contract.
- 8.3. The Parties shall negotiate in good faith and shall make every effort to reach an agreement regarding the performance of the order, the change of the Price and/or Delivery Dates affected by the Client's order referred to in Article 8.1. of the Contract. The Price shall be determined by an appropriate correction of the existing unit price from the Price List for a similar type of work. If the Parties agree on the subject but cannot agree on the Price change and/or new deadlines, the Client may require opinion from the expert to set a new Price and/or new delivery dates. If the expert cannot determine the price on the basis of the unit price from the Price List for a similar type of work, the Expert shall determine the new price taking into account the average cost of labor, materials, equipment and machinery that make up the elements of the price of additional work, at the time of issuing the order to the Contractor. Within 7 (seven) Business Days of receipt of the Client's request, the Expert shall determine the new Price and/or delivery date. Upon the determination of the price by the Expert, the Client may waive the order given to the Contractor or require the execution of additional works according to the order. The Contractor is obliged to comply with the Client's order and to perform works that do not exceed 30% (thirty percent) of the scope of the contracted Works.
- 8.4. The Parties undertake to appoint an Expert within 3 (three) Business Days from the expiry of the time limit referred to in paragraph 8.2. of this Article, and if the Parties do not agree on the selection of the Expert, the Client is authorized to appoint an expert of the relevant profession from the list of permanent court experts. The costs of hiring an expert shall be borne in equal parts by the Parties.
- 8.5. During the execution of the Works, only in the cases listed below, there may be a need for emergency unforeseen works, linked to the Contractor's scope of work, to be performed in order to:
 - a) prevent danger to life and health of the people, environment, nature and things, caused by extraordinary and unexpected events;
 - b) prevention of damage caused by these events;
 - c) by the orders of the competent public authorities.
- 8.6. In the event of the occurrence of the circumstances referred to in the previous paragraph of this Article, the Contractor shall, without delay or within 24 (twenty-four) hours from the occurrence of such circumstances, inform the Client about the occurrence of these circumstances and the measures taken.
- 8.7. The Contractor shall be entitled to fair remuneration for the execution of emergency unforeseen works which must have been carried out in order to avoid the damage and other adverse consequences referred to in Paragraph 5 of this Article. In the event that due to



these unforeseen emergency works the Price is increased by 15%, the Client shall be authorized to assign the unforeseen work to other Party or unilaterally terminate the Contract by submitting a written notice of termination within 8 (eight) Business Days from the receipt of the Contractor's notice. The Parties shall use their best effort to agree upon terms of such termination, and if agreement is not reached the provision of law shall apply.

DELIVERY

Article 9

- 9.1. It is agreed by the Parties that the Contractor's weekly reports are received on a weekly basis. In accordance with the weekly Main Schedule and reports of the Contractor, a record determining the percentage of completeness shall be made.
- 9.2. It is agreed by the Parties that after reaching the stage of completion of the Works according to the payment dynamics referred to in Article 11 of the Contract, upon a receipt of interim payment certificate, an inspection of the Works shall be as soon as possible performed by the Client, the Buyer, the Final User, the Classification Society and other competent bodies and Certificates of the Works' Completeness shall be drawn up for a part of works on the basis of which instalment payments shall be made. The Certificates of the Works' Completeness shall be delivered by the Contractor on the last day of the month in which the stage of completion of the Works referred to in each instalment has been reached. The interim payment certificates of the Work's Completeness shall be signed and sent by the Client within 3 (three) business days after receipt or shall be deemed approved as well for the purpose of payment as stated in Article 11.
- 9.3. The Contractor's obligations are not considered fulfilled until the Client signs the Delivery Certificate, stating the date on which the Contractor has completed his obligations under the Contract, or has completed the Works in full.
- 9.4. The Delivery Certificate shall be signed by the Parties after the completion of the Sea Acceptance Trial and ascertaining that the Works are correct and fully functional.

PRICE

Article 10

- 10.1. The Price for all Works is contracted and calculated on a Turnkey basis and amounts to 140.000,00 EUR.
- 10.2. The Client shall pay the Price as the total contracted price.
- 10.3. The Price list serves as a base for eventual changes in the scope of work.
- 10.4. Unless otherwise agreed upon in the Contract, it is agreed by the Parties that the Price includes the value of all replacement works, unforeseen works and any additional works needed to be performed on a turnkey basis, not including works from the Article 8. The Parties

agree that the Price shall not change in the event that after the conclusion of the Contract the price of the elements on the basis of which the price was determined changes.

10.5. The price is expressed with VAT and any other taxation (customs etc.) cost excluded, which is calculated by the Contractor in accordance with the applicable regulations.

METHOD OF PAYMENT

Article 11

11.1. It is agreed by the Parties that the Client shall pay the Price to the Contractor according to the following payment schedule:

1. Instalment: 40% of the Price as advance payment shall be paid after signing the Contract and upon receipt of the Advance Guarantee,
2. Instalment: 40 % of the Price as payment shall be paid upon receipt of the delivery of 100% of Equipment (including furniture) in the Shipyard,
3. Instalment: 10 % of the Price as payment shall be paid upon installation of all the Equipment (furniture) on the Ship,
4. Instalment: 10% of the Price shall be paid upon signing the Final Certificate of the Works' Completeness for a part of works determining 100% of the Works completeness and upon Receipt of the Warranty Guarantee.

11.2. The Client shall pay the Contractor the Price, based on the invoices, within 45 Calendar days from the end of Month date and of receipt of a valid and uncontested invoice on the basis of signed Certificate of the Works' Completeness of a part of works and the Delivery Certificate.

11.3. It is understood between Parties that in whatever case of delay of payment in part or in full, the Contractor, notwithstanding any other legal right under the Contract or in accordance with applicable law, is entitled to notify the circumstance in writing to the Client and immediately suspend his performance under the Contract until the full payment is credited -via wire bank transfer- to the following Contractor's bank account, if the Client does not perform the payment 15 (fifteen) Business Days after receipt of payment notice.

It is also understood between Parties that in whatever case of delay of payment -in part or in full- an interest rate of 6 % (six percent) per year on the due amount shall be automatically charged to the Contractor and shall accrue beginning on the scheduled Payment date.

MEANS OF INSURANCE

Article 12

12.1. Advance Guarantee

12.1.1. As a security for the repayment of the advance payment, the Contractor undertakes to obtain an unconditional and irrevocable bank guarantee in favor of the Client, issued by a bank acceptable to the Client in full amount of advance payment payable on first written demand indicating in what respect the Contractor is in breach of its obligations



under the Contract. Payments under Advance Guarantee shall be conducted by the bank irrespective of the validity and the effects of the Contract and waiving all rights of objection and defense arising from or being in connection with the Contract by the bank. The Advance Guarantee must be submitted to the Client before he makes the advance payment secured by the Advance Guarantee. The Advance Guarantee must be valid for at least 60 (sixty) Business Days from the Completion Date.

- 12.1.2. In the event of an extension of the Completion Date, the Contractor shall extend or renew the validity of the Advance Guarantee in accordance therewith and submit an extended or renewed Advance Guarantee to the Client no later than 30 (thirty) Business Days before the original Advance Guarantee expires.
- 12.1.3. If the Contractor fails to comply with the provisions of the preceding subparagraph, the Client is authorized to activate the original Advance Guarantee and the amount paid by the bank under the Advance Guarantee shall be deposited into the Client's account as a cash deposit to secure the advance payment.
- 12.1.4. The Advance Guarantee or the cash deposit from the previous subparagraph shall be immediately returned by the Client to the Contractor upon signature of the Delivery Certificate.
- 12.1.5. It is agreed by the Parties that the Client shall not accrue interests on the amount of the deposit referred to in this paragraph, i.e. that the Contractor shall in no case be entitled to interests on the said amount of the deposit.

12.2. Warranty Guarantee

- 12.2.1. As a security for the fulfilment of his obligations for guarantee works defined in Article 15 of the Contract, the Contractor undertakes to obtain, in favor of the Client, an unconditional and irrevocable bank guarantee in the amount of 5% (five per cent) of the Price, issued by a bank acceptable to the Client payable on first written demand indicating in what respect the Contractor is in breach of its warranty obligations under the Contract. Payments under Warranty Guarantee shall be conducted by the bank irrespective of the validity and the effects of the Contract and waiving all rights of objection and defense arising from or being in connection with the Contract by the bank. The Warranty Guarantee must be submitted to the Client in accordance with Article 11 of the Contract, and 30 (thirty) calendar days before the Completion Day.
- 12.2.2. In the event of an extension of the warranty period in accordance with Article 15.6. of the Contract, the Contractor is obliged to extend the validity of the Warranty Guarantee in accordance with such extension and to submit it to the Client no later than 30 (thirty) Business Days before the expiry of the original Warranty Guarantee.

- 12.2.3. If the Contractor fails to comply with the provisions of the preceding subparagraph, the Client shall be authorized to activate the original Warranty Guarantee and the amount paid by the bank under the Warranty Guarantee shall be deposited into the Client's account as a cash deposit to ensure the proper fulfillment of the obligations referred to in Article 15 of the Contract.
- 12.2.4. The Warranty Guarantee or the cash deposit from the previous subparagraph shall be returned by the Client to the Contractor after the expiry of the warranty period.
- 12.2.5. If the Contractor fails to fulfill his guaranty obligations as defined in Article 15 of the Contract, the Client is authorized to activate the Warranty Guarantee or to use the cash deposit.
- 12.2.6. In the event the Client activates the Warranty Guarantee or uses a part or the entire amount of the deposit due to unfulfillment of the guarantee obligations referred to in Article 15 of the Contract, the Contractor undertakes to pay the Client the sum up to the full amount of the deposit within 7 (seven) calendar Days or to submit a new Warranty Guarantee as an assurance of the further orderly fulfillment of guarantee obligations in accordance with the Contract.
- 12.2.7. It is agreed by the Parties that the Client shall not accrue interests on the amount of the deposit referred to in this paragraph, i.e. that the Contractor shall in no case be entitled to interests on the said amount of the deposit.

OWNERSHIP OVER THE EQUIPMENT

Article 13

- 13.1. It is agreed by the Parties that the Client becomes the owner of the Equipment once it is delivered to the Shipyard.

INSURANCE

Article 14

- 14.1. The Contractor shall contract and maintain with a reputable insurer an adequate insurance which covers:
 - a) Contractor's Works and Machinery
The Contractor shall insure and maintain insurance that covers Contractor's Works and Machinery (apparatus, machinery, Equipment, means and other items required to perform the Works) against any loss or damage caused any reason, except as provided in paragraph 14.2. of this article. The Contractor shall insure the Contractor's machinery at least for its full value, including its delivery to the Shipyard.
 - b) personal injury and property damage



The Contractor shall insure and maintain insurance that covers responsibility of each Party for loss, damage, death or personal injury that may occur on tangible assets (not related to the Contractor's Works and machinery) or any person (other than the Contractor's employees), occurred for whatever reason other than those mentioned in paragraph 14.2. of this article.

c) Contractor's employees

The Contractor shall insure and maintain liability insurance against claims, damages, losses and expenses arising from an injury, illness or death of any person employed by the Contractor occurred for whatsoever reason other than those specified in paragraph 14.2. of this article.

14.2. The risks being excluded are:

- a) war, hostilities (whether war is declared or not), invasion, action by foreign enemies,
- b) rebellion, terrorism, revolution, mutiny, military or usurped power or civil war in the country,
- c) ammunition, explosive devices, ionizing radiation or radioactive contamination in the country, unless caused by the Contractor's use of such ammunition, explosives, radiation or radioactivity,
- d) airwaves caused by aircrafts or other machines flying at audible or supersonic speeds.

14.3. Unless otherwise provided by the Contract, the insurance policies shall be in effect until the completion of the Works or the signing of the Delivery Certificate or at the latest upon the 31.12.2020.

14.4. Unless otherwise specified by the Contract for a specific policy, the insured amount for each insurance policy for an adverse event shall be at least EUR 3.000.000,00 (three million EUR), and shall also cover damage caused by the Contractor's subcontractors. The insurance must cover the Contractor's gross negligence and the gross negligence and wilful treatment of the persons for whom the Contractor is responsible.

14.5. The Contractor agrees to provide the Client with copies of insurance policies that are in accordance with the terms of the Contract at least 10 (ten) Calendar Days before the start of the Works at the Shipyard, as well as payment certificates for premiums to be paid based on the said policies at the Client's request. If the Contractor does not maintain the insurance pursuant to the Contract or fails to provide evidence of premiums paid and copies of insurance policies to the Client, the Client shall notify the circumstance in writing to the Contractor and specified if he will pay the due premiums and - request recovery of payments made from the Contractor afterwards.

14.6. The Contractor can make material changes to the terms of any insurance without the Client's prior approval if not opposite to the terms defined herein and shall notify the insurer of any relevant changes in the performance of the Works and shall ensure that the insurance policies are renewed and maintained in accordance with this Article.



WARRANTY

Article 15

- 15.1. The Contractor is responsible for the good and timely performance of the Works, their quality and compliance with the Contract and the applicable regulations.
- 15.2. The Contractor's warranty for the Works performed is 1 (one) year. The warranty period runs from the date of signature of the Delivery Certificate. During the warranty period, the Contractor shall, without charge, repair or replace the Equipment or parts of the Equipment on the Ship in respect of which there are defects, or remedy other defects in the performance of the Works. The Contractor shall bear all the costs of repairing and replacing the Equipment or parts of the Equipment and repairing the defects on the Works, including, but not limited to, the costs of transporting the Equipment and travel and accommodation cost of the Contractor's repairer.
- 15.3. The Client has the right to request remedy of defects discovered during the warranty period, no later than the last day of the warranty. Such a request made to the Contractor must contain a detailed description of the defects with pictures and an adequate deadline of at least 30 (thirty) days for their elimination and must be made in writing, except when production and transportation is needed for remedying defects in which case deadline should be 60 (sixty) days.
- 15.4. The Contractor is obliged to start remedying the defects as soon as possible, but not later than 15 (business) Days after receiving the written request described in the previous paragraph.
- 15.5. In the event that the Contractor does not remove the defects observed within the warranty period, within the period determined by the Client or does not start the remedy of defects within the period specified in the previous paragraph of this Article, the Client shall be entitled to correct them through a third party, and the Contractor shall be obliged to compensate him the related costs within 15 (fifteen) Business Days from the date of receipt of a written notice the expenditure effected. If the Contractor fails to cover this expenditure within the stated time, the Client is authorized to use the Warranty Guarantee received in accordance with the Contract.
- 15.6. In the case of minor repairs to the Equipment, the warranty period shall be extended for the period in which the Client has been deprived of using the Equipment. If any part of the Equipment has been replaced or substantially repaired, the warranty period shall start from the beginning for that part of the Equipment exclusively.
- 15.7. If a repair has been made which affects the entire Works, the warranty period for the Works shall be extended for a period of 6 (six) months beginning on the day on which the defects of the Works were remedied, but not less than 12 months nor longer than 18 months after the Delivery date of the Ship.



15.8 The Client may challenge the cause of defects in which event the Parties undertake to appoint an Expert within 7 (seven) Business Days from the receipt of the aforementioned notification of the Contractor, and if the Parties do not agree on the selection of the Expert, the Client is authorized to appoint an expert of the relevant profession from the list of permanent court experts. The costs of hiring an expert shall be borne by the Party who was wrong about the cause of defects covered by warrantee.

CONTRACTUAL PENALTIES

Article 16

- 16.1. In case of delay in the execution of the Works relating to deadlines determined by the Exhibit 1 to the Contract, the Contractor shall pay the Client contractual penalties in the amount of 0.2% (zero point two percent) of the Price for each Business Day of delay, which amount of the contractual penalties is due the following day for each Business Day of the delay. The collection of contractual penalties for exceeding the deadlines set out in Exhibit 1 to the Contract in respect of several stages of the Works is not mutually exclusive, that is, an accumulation of contractual penalties is allowed with respect to each phase specified in Exhibit 1 to the Contract.
- 16.2. If the Contractor, due to exclusive and sole Contractor's fact and fault, fails to fulfill his obligation under the Contract, or fails to fulfill them properly, and continues with the breach or non-fulfilment of his obligations up to 10(twenty Business days) days after receiving a written notice stating the breach, the Contractor has to pay the Client contractual penalty in the amount of EUR 100.000,00 (also by set-off of the amount due by the Client).
- 16.3. The Parties agree that the Client's rights to collect contractual penalties under this Contract shall not be mutually exclusive.
- 16.4. The Client is authorized to collect contractual penalties by notifying the circumstance in writing to the Contractor and then by deducting the amount of contractual penalties from a certain installment of the Price, and/or may submit to the Contractor a separate invoice for the payment of the contractual penalties.

MUTUAL PROTECTION OF CLASSIFIED DATA AND OBLIGATIONS TOWARDS THE BUYER

Article 17

- 17.1. The Contractor undertakes to sell to the Client all spare parts of the Equipment necessary for the proper functioning of the Works in the manner and when required by the Client at any time during the next 2 (two) years.
- 17.2. The Contractor undertakes to make a spare parts list and sell all the above-mentioned spare parts and services to the Client at a fair price determined by the market.



COMMUNICATION AND OFFICIAL NOTIFICATIONS

Article 18

18.1. Notifications, as well as any other written communications (hereinafter: **Notification**) that one Party sends to the other pursuant to the Contract shall be in writing, except otherwise agreed upon, sent by registered mail or by e-mail. It shall consider that the delivery has been duly performed if the Notification has been sent to the address and email referred to in paragraph 18.3. of this Article, by any of the above delivery methods. The Notification sent by registered mail shall be deemed to have been duly executed on the day it is received and, in the event that the Notification is returned for whatsoever reason to the sender, on the day the post officer declares -on the envelope or on the letter receipt - the non-delivery and the related reason. The Notification sent by e-mail is considered duly executed at the time of its sending to the proper email address.

18.2. In the event that either of the Parties changes the information referred to in paragraph 18.3. of this Article, the other Party must be notified in writing immediately of the change.

18.3. The persons authorized to coordinate and supervise the fulfilment of obligations under the Contract and to sign Certificate of Works' Completeness and the Delivery Certificate during the Contract term are:

For coordination and supervision of fulfilment of obligation for the Client:

Address: Put Supavla 21, 21000 Split

Contact person: Don Marshall/Martina Radovčić

Cell phone: +385 99 4988 280/+385 99 3911 311

E-mail address: don_marshall@brodosplit.hr/martina.radovcic@brodosplit.hr

For signing Certificate of Works' Completeness and the Delivery Certificate for the Client:

Address: Put Supavla 21, 21000 Split

Contact person: Tomislav Čorak

Cell phone: +385 98 458 201

E-mail address: Tomislav.corak@brodosplit.hr

For the Contractor: HYSEA S.R.L.

Address: Via Palù 34 – 31020 S. Vendemiano TV, Italy

Contact person: Daniele Stel / Tamara D'Arsie

Cell phone: +39 344 3482192 / +39 338 5367544

Telephone: +39 0438 1918700 / +39 0438 1918770

E-mail address: daniele.stel@hysea.it; tamara.darsie@hysea.it

18.4. If the invoice was not issued on the basis of a Certificate of Works' Completeness and the Delivery Certificate signed by a person authorized under Paragraph 18.3 of this Article and terms set out under Article 9.2 such invoice shall be considered as invalid invoice, the Client



shall dispute such invoice and return the invoice to the Contractor. In case of an invalid invoice, payment obligation will not arise.

In the event that Client does not provide approval and signature within the terms as Article 9.2., Contractor can issue invoice in respect to accrued Interim Works and Client cannot dispute nor reject the invoice.

CONFIDENTIAL INFORMATION

Article 19

- 19.1. The Parties shall keep all the other Party's data of a technical and business nature, which he has access to during the execution of the Works under the Contract, as a business secret and shall not use them for purposes other than for the fulfillment of the Contract. The Contractor undertakes to ensure that his employees, subcontractors and external associates treat confidential information that they learn during the Contract term in accordance with the provisions of this Article.
- 19.2. The Parties undertake not to disclose the other Party's confidential information in any form to third parties and also undertake to ensure that the confidential information is not disclosed or spread by their employees, subcontractors, external associates and others for which they are responsible.
- 19.3. The Parties hereby undertake to keep the Contract and its contents confidential and thereby undertake not to disclose to any unauthorized person or any third party any information related to or connected to the Contract without the prior written consent of the other Party. It is understood the Client is entitled to share its Confidential Information with its affiliates.
- 19.4. The confidentiality obligations shall remain in force even after the termination of the Contract for any reason, for a maximum of 5 (five) years after the termination of the Contract.
- 19.5. The Parties agree that the following information are not considered confidential:
 - a) information already in possession of the other Party and which the Party concerned was not obliged to keep as confidential;
 - b) information published on or after the conclusion of the Contract, whereby the Parties are not responsible for the publication;
 - c) information to be disclosed under applicable laws and at the request of competent authorities;
 - d) developed by one Party through its own activities without the use of confidential information.

HEALTH, SAFETY AND ENVIRONMENTAL PROTECTION

Article 20



- 20.1. The Contractor must, during the execution of the Works, comply with the laws governing labor law issues, including protection at work of employees and environmental issues, as well as any other regulations specifying and elaborating in detail the provisions of the said laws.
- 20.2. The Contractor undertakes to comply with the Client's health, safety and environmental acts referred to in Article 5 of the Contract and guarantees the conduct of its employees and subcontractors and employees of subcontractors in accordance with the above.
- 20.3. The Contractor fully protects the Client against all activities, claims, statements and grounds for prosecutions based on whatsoever reason including damages, reasonable costs and expenses - that may arise because the Contractor or the Contractor's subcontractor, due to their own fact or exclusive fault, did not comply with the provisions of the Contract relating to the health, safety and environment protection, provided that the Client promptly inform the Contractor in writing of any of such claim etc.
- 20.4. The Parties undertake to inform the other Party promptly and in writing of any potential liability, claim or action taken regarding the failure to comply with the provisions of the health, safety and the environment protection. In this case, the Contractor undertakes, at its own expense, to enter into negotiations with its subcontractor/third party for the purpose of settling demands and claims of its subcontractor/third party and/or to recovering all costs and damages suffered by the Client which the Client had to compensate to its subcontractor/third party on the basis of decisions made in litigation, administrative or other proceedings in respect of the same breach and to reimburse all costs incurred by the other Party in the said proceedings.

FORCE MAJEURE

Article 21

- 21.1. The Parties are not liable for non-performance of any obligation under the Contract, if the non-performance is result of events of force majeure - an event beyond the control of the Parties and independent of their will which directly affects the fulfilment of obligations under the Contract and the occurrence of which is not due to negligence of the Party and which could not be predicted, prevented, avoided or eliminated.
- 21.2. The force majeure event includes, but is not limited to, natural disasters, state of war, embargo.
- 21.3. In the event that any of the Parties is obstructed by an event of force majeure in the fulfilment of the Contract, it shall notify the other Party without delay, within 48 (forty-eight) hours at the latest, indicating the cause and possible duration of the force majeure event. The same procedure shall be applied for notification of termination of force majeure events.

- 21.4. In the event of force majeure, the affected Party shall use its best endeavours to recover fulfil its obligations under this Contract.
- 21.5. Should events deemed to be force majeure occur, the time limits set forth in the Contract shall be sought to be adjusted by mutual agreement, but in the event of force majeure events exceeding 30 calendar days, each Party has the right to terminate the Contract by written notice with immediate effect.

COPYRIGHT

Article 22

- 22.1. By signing the Contract, the Contractor transfers to the Client the right to use, change and modify all written documents, tables, drawings, plans, drafts, sketches, acts and other objects, models, samples, images, films, microfilms, and other content visually, audio, mechanically, manually or in any other way recorded on any medium, as well as other documents produced by the Contractor and/or his subcontractors for the execution of the Works, which are considered to be copyright or other related to similar work.
- 22.2. The right to use the copyrighted work assigned to the Client under the Contract means the right to use it in every sense, for the only and limited purpose of the Contract and the works, including without limitation the right to copy and modify the copyrighted work without any specific consent of the Contractor and/or subcontractors hired by him.
- 22.3. By signing the Contract, the Contractor expressly acknowledges and agrees that the Price to be paid by the Client to the Contractor pursuant to the Contract also includes full and fair compensation for the right to use the copyrighted work in accordance with this Article.

ANNEXES AND AMENDMENTS TO THE CONTRACT

Article 23

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

DURATION AND TERMINATION OF THE CONTRACT

Article 24

- 24.1. This Contract is concluded on a limited period of time, until its realisation.
- 24.2. In the event of termination of this Contract in accordance with the provisions of this Article or applicable law, the Contractor is entitled to the payment of those Works which it has performed up to the moment of termination of the Contract. After the termination of the Contract, the Client and the Contractor shall determine the value of performed Works to be



payed to the Contractor. Delivered Equipment will become the property of the Client and will be put on the disposal of the Client by the Contractor.

GENERAL PROVISIONS

Article 25

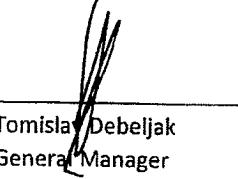
- 25.1. Applicable law. This Contract and its interpretation are governed by Swiss law.
- 25.2. Jurisdiction. The Parties undertake to use their best endeavours to resolve any disputes arising out of or in connection with this Contract by mutual agreement. If no amicable settlement can be reached within 30 (thirty) Business Days, all disputes arising out of or in connection with the Contract, including disputes relating to the issues of its proper occurrence, breach or termination, as well as the legal effects that result from it, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The place of arbitration shall be Zurich, Switzerland and the language of the arbitration shall be English.
- 25.3. Subcontractors and transfer. The Contractor shall not transfer the benefits or rights under this Contract without the Client's written consent. Neither the Client nor the Contractor shall transfer the obligations under this Contract without the written consent of the other Party. In the case of subcontracting, the Contractor agrees to bid the subcontractor in their agreement to act in accordance with the terms of this Contract and shall be responsible for the Works performed by the subcontractor as if he had performed them himself, i.e. their responsibility shall be joint and several.
- 25.4. Complete Contract. This Contract, together with all its Exhibits, contains the entire agreement of the Parties with respect to the subject matter of the Contract and supersedes any other agreements, oral or written, that relate to the subject matter of the Contract. Amendments to the Contract shall not bind the Parties unless made in writing.
- 25.5. Partial invalidity. The invalidity or unenforceability of any provision of the Contract shall not affect in any way the validity or enforceability of the remaining provisions and the Parties shall use their best endeavours to amend such provision so as to make it valid and enforceable in accordance with its stated intention, to the extent allowed by law.
- 25.6. Number of copies. This Contract is concluded simultaneously in 2 (two) identical copies, one for each Party.
- 25.7. Entry into force. The Parties agree that the Contract shall be deemed to have been concluded at the time when it is signed by persons authorized to represent the Parties and authenticated by the Parties' stamps (except when the certification of the contract with a stamp is not necessary for the Party which, in the country of its registered office and in regular legal transactions, does not use the seal when entering into contractual relations).



25.8. **Terms and Conditions.** The General Terms and Conditions of any Party do not apply to the Contract, and for which effect it is not important that the Party objects to the application of such General Terms, nor the fact that the Client accepted the offer of the Contractor, accepted Works from the Contractor or paid to the Contractor part or all of the Price, unless specifically determined differently under this Contract.

25.9. The Parties agree that they are aware of their rights and obligations arising under this Contract and that they accept the same.

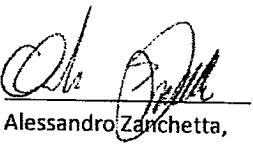
For the Client:


Tomislav Debeljak
General Manager

Date: _____

Place: _____

For the Contractor:


Alessandro Zanchetta,
CEO and Legal Representative

Date: 31.08.2020

Place: S. Vendemiano (TV), Italy

DIV GRUTA d.o.o.

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

hysea srl

Via Palù, 34
31020 SAN VENDEMIANO - TV - ITALY
P +39 0438 1918700 - F +39 0438 1918701
info@hysea.it - C.F./P. IVA 00767710262

Ovaj prijevod sastoji se od
7 listova / 3 stranice prijevoda
Br. OV.: 750-2/2022
Datum: 18. svibnja 2022.

Ovjereni prijevod s engleskog jezika

DIV GROUP Ltd. a company organized and existing under the laws of Croatia, having its registered office at Bobovica 10A, Samobor, Croatia, EU VAT identification number: HR 33890755814, represented solely and independently by Tomislav Debeljak, President of the Management Board, (hereinafter DIV),

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HYSEA S.R.L. a company organized and existing under the laws of Italy, having its registered office at Via Palunr. 34, S. Vendemiano, Treviso, Italy, EU VAT identification number: IT 00767710262, represented solely and independently by DAVIDE CALLEGARI , general manager (hereinafter HYSEA),

DIV and HYSEA hereinafter sometimes collectively referred to as the Parties or each individually the Party,

have entered into this

SETTLEMENT AGREEMENT

(hereinafter Agreement)

BACKGROUND

Article 1

1 Considering that:

- 1.1 The Parties acknowledge they have entered into business cooperation regarding production of workshop documentation, material, delivery, construction, assembly works, testing and commissioning of the premises for new building 487, and for this purpose the Parties have signed the following contracts:
 - a) Turnkey Contract on 10th of February 2020 as amended afterwards(hereinafter TK3)
 - b) Turnkey Contract on 4th of May 2020 as amended afterwards (hereinafter TK2)
 - c) Turnkey Contract on 31st of August 2020 (hereinafter TK Loosed to Fixed Furniture)

(hereinafter Contracts for NB 487)

- 1.2 The Parties wish to resolve all outstanding matters regarding the Contracts for NB 487.
- 1.3 As of the date of this Agreement,DIV is obliged to make payment towards HYSEA the amount of 1.131.174,00 EUR for account of all amounts due under Contracts for NB 487.

- 1.4 The Parties acknowledge that both DIV and HYSEA have suffered damages due to delays in the performance of Works under Contracts for NB 485 while for NB 487 by HYSEA due to insolvency by DIV.
- 1.5 The Parties acknowledge that DIV has a claim towards HYSEA based on issued invoice under contract TK3 for contractual penalty in the amount 199.000,00 EUR.
- 1.6 The Parties acknowledge that HYSEA under contract NB 487 has claims for extra works and relevant general costs in the amount of 434.398,00 EUR and is entitled to issue invoice in the amount of approximately 162.350,00 EUR upon works completion already performed as recognized by both DIV and HYSEA.

SUBJECT MATTER OF THE AGREEMENT

Article 2

- 2 After good-faith negotiations, DIV and HYSEA hereby agree to settle all outstanding matters regarding the Contracts for NB 487 on the following terms and conditions:
 - 2.1 they hereby conduct a set-off of the claims described in Article 1.5. and 1.6. to the amount of EUR 199.000,00 for NB 487. This amount will be deducted from sum of 1.131.174,00 EUR from paragraph 1.3.
 - 2.2 DIV will pay HYSEA the total amount of 932.174,00 EUR as the due price under the Contracts for NB 487 not later than October 15th 2021. A part of this total amount (not less than 100.000,00 EUR) will be paid until the end of September 2021.
 - 2.3 After payment of the amount from the previous paragraph HYSEA and DIV will not have any due or undue outstanding claims under the Contract for NB 487. For the avoidance of any misunderstanding full contract price under Contracts for NB 487 will be considered paid after receiving payments under Paragraph 1.2 of this Article.
 - 2.4 The Parties acknowledge that the contract price for Contracts for NB 487 shall not be increased for any extra works performed before the date of this Agreement.

FINAL PROVISIONS

Article 3

Any provision under this Agreement will not constitute a waiver or forfeiture of any rights and obligations of the Parties under Contract for NB 487, unless expressly stated otherwise under this Agreement.

Article 4

The Parties agree that if any of the provisions of this Agreement would be null or void, such provision shall have no effect on the validity of other provisions of this Agreement. The Parties agree to replace null or void provision of this Agreement, with a valid provision closest as possible to the economic purpose of the null or void provision and this entire Agreement.

Article 5

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

Article 6

This Agreement is effective from the date of signing of the Agreement by authorized representatives of both Parties.

Article 7

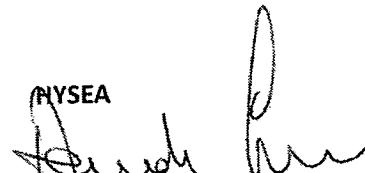
This Agreement has been made in 2 (two) identical originals of which HYSEA and DIV will receive 1 (one) original each.

DIV

Tomislav Debeljak,
President of the Management Board

DIV Date: 21.09.2001

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

HYSEA

Davide Callegari
General manager

Date: 21/09/01

DIV GROUP Ltd., društvo koje je ustrojeno i koje postoji prema pravu Republike Hrvatske, sa sjedištem na adresi Bobovica 10A, Samobor, Hrvatska, EU PDV broj: HR33890755814, kojeg samostalno i neovisno zastupa Tomislav Debeljak, Predsjednik Uprave (u nastavku: **DIV**),

|

HYSEA S.R.L., društvo koje je ustrojeno i koje postoji prema pravu Talijanske Republike, sa sjedištem na adresi Via Palunr 34, S. Vendemiano, Treviso, Italija, EU PDV broj: IT00767710262, kojeg samostalno i neovisno zastupa DAVIDE CALLEGARI, Glavni direktor (u nastavku: **HYSEA**)

DIV i HYSEA se u nastavku skupno nazivaju Ugovorne strane ili pojedinačno Ugovorna strana

sklopili su sljedeći

UGOVOR O NAGODBI (u nastavku: **Ugovor**)

UVOD

Članak 1.

1. S obzirom da:

1.1. Ugovorne strane potvrđuju da su stupili u poslovnu suradnju za izradu radioničke dokumentacije, materijal, isporuku, izgradnju, radove na sklapanju, ispitivanju i puštanju rad prostora za novogradnju 487, te da su u ovu svrhu potpisali sljedeće ugovore:

- a) Ugovor po načelu „ključ u ruke“ od 10. veljače 2020. s naknadnim izmjenama i dopunama (u nastavku: **TK3**)
- b) Ugovor po načelu „ključ u ruke“ od 4. svibnja 2020. s naknadnim izmjenama i dopunama (u nastavku: **TK2**)
- c) Ugovor po načelu „ključ u ruke“ od 31. kolovoza 2020. s naknadnim izmjenama i dopunama (u nastavku: **TK Loosend to Fixed Furniture Inepričvršćen i pričvršćen namještaj**)

(u nastavku: **Ugovori za NB 487**)

- 1.2. Ugovorne strane žele riješiti sva neriješena pitanja vezana za Ugovore za NB 487.
- 1.3. na dan sklapanja ovog Ugovora, društvo DIV obvezno je izvršiti uplatu društvu HYSEA u iznosu od 1.131.174,00 EUR koji se odnosi na sve iznose plative prema Ugovorima za NB 487.

- 1.4. Ugovorne strane potvrđuju da su oba društva, i DIV i HYSEA, pretrpjeli štetu zbog kašnjenja u izvršavanju radova prema Ugovorima za NB 485 dok je za NB 478 štetu pretrpjelo društvo HYSEA zbog insolventnosti društva DIV.
- 1.5. Ugovorne strane potvrđuju da društvo DIV ima potraživanje prema društvu HYSEA na temelju izdanog računa prema ugovoru TK3 za ugovornu kaznu u iznosu od 199.000,00 EUR.
- 1.6. Ugovorne strane potvrđuju da društvo HYSEA ima potraživanja prema ugovoru NB 487 za dodatne radove i bitne opće troškove u iznosu od 434.398,00 EUR te da ima pravo izdati račun na iznos od približno 162.350,00 EUR po završetku već izvedenih radova kao što potvrđuju obje Ugovorne strane.

PREDMET UGOVORA

Članak 2.

2. Nakon dobronamjernih pregovora, društvo DIV i društvo HYSEA ovime su suglasni riješiti sva neriješena pitanja vezana za Ugovore za NB 487 pod sljedećim uvjetima i odredbama:
 - 2.1. Navedena društva ovime obavljaju prijeboj potraživanja opisanih u članku 1.5. i članku 1.6. u iznosu od 199.000,00 EUR za NB 487. Ovaj iznos odbija se od iznosa 1.131.174,00 EUR iz članka 1.3.
 - 2.2. Društvo DIV će najkasnije do 15. listopada 2021. platiti društvu HYSEA ukupni iznos od 932.174,00 EUR kao iznos plativ prema Ugovorima za NB 487. Dio od navedenog ukupnog iznosa koji neće biti manji od 100.000,00 EUR mora biti plaćen do kraja rujna 2021.
 - 2.3. Nakon plaćanja iznosa iz prethodnog stavka, HYSEA i DIV više neće imati nikakvih nepodmirenih potraživanja prema Ugovoru za NB 487. Radi izbjegavanja bilo kakvih nesporazuma, puna ugovorna cijena prema Ugovorima za NB 487 smarat će se plaćenom nakon primitka uplata prema stavku 2.2. ovog Članka.
 - 2.4. Ugovorne strane potvrđuju da se ugovorna cijena za Ugovore za NB 487 neće povećavati za bio kakve dodatne radove obavljene prije datuma ovog Ugovora.

ZAVRŠNE ODREDBE

Članak 3.

Niti jedna odredba iz ovog Ugovora ne smatra se odricanjem ili gubitkom bilo kojeg prava ili obveze Ugovornih strana prema Ugovoru za NB 487 osim ako je izričito drugačije navedeno ovim Ugovorom.

Članak 4.

Ugovorne strane suglasno utvrđuju da ako bilo koja od odredbi ovog Ugovora postane ništavna ili nevažeća, to neće imati učinka na ostale odredbe ovog Ugovora. Ugovorne strane suglasno utvrđuju da će zamijeniti takvu ništavnu ili nevažeću odredbu ovog Ugovora s valjanom odredbom, što je moguće bliže ekonomskoj svrsi ništavne odredbe i ovog cijelog Ugovora.

Članak 5.

Sve izmjene i dopune ili ustupanja ovog Ugovora moraju biti u pisanim oblicima uz pristanak obje Ugovorne strane. Izmjene i dopune ovog Ugovora koje nisu u pisanim oblicima nisu valjane niti obvezujuće.

Članak 6.

Ovaj Ugovor stupa na snagu od dana potpisivanja Ugovora od strane ovlaštenih predstavnika obiju Ugovornih strana.

Članak 7.

Ovaj Ugovor sastavljen je u 2 (dva) identična primjerka, gdje društvo HYSEA i društvo DIV zadržavaju po 1 (jedan) primjerak.

DIV

/potpis nečitljiv/

Tomislav Debeljak

Predsjednik Uprave

Datum: 21.9.2021.

/pečat društva DIV/

HYSEA

/potpis nečitljiv/

David Callegari

Glavni direktor

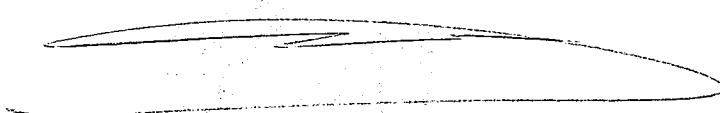
Datum: 21.9.2021.

3

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

Novigrad, 18. svibnja 2022. godine
Br. OV.: 750-2/2022

Ivana Jugovac, mag.



Ovaj prijevod sastoji se od
9 listova / 4 stranica prijevoda
Br. ovi.: 768-4/2022
Datum: 23. svibnja 2022.

Ovjereni prijevod s talijanskog jezika

ESTRATTI CONTO CLIENTI IN VALUTA

HYST.A Srl

Da interlocutore : 000260 DIV GRUPA LTD
A interlocutore : 000260 DIV GRUPA LTD
Da Data registraz. : A Data registr. :
Partite : Solo partite aperte

Rif.per Scaduto : 20/05/22

Tipò pagamento : Cod. Interlocutore, Cod. Divisa Doc, Tipò Rapporto, Tipologija Documento, Protocollo Iva, Data Scadenza, Tipologija di registrazione, Data
Ordinamento : Registrazione
Divisa : Data Rif. Partite Chiuse : 01/05/21
Calcolato al :

ESTRATTI CONTO CLIENTI IN VALUTA
HYSEA SRL

000260 DIV GRUPALTD BOBOVICA 10 A SAMOBOR (HR Croazia

Fido :

+

Data	Fattura	N.Fattura	Tot.fattura				
14/01/21	VUE	4	56.000,00 EUR				
Data Reg.	N.Reg.	Descrizione registrazione					
14/01/21	63	FATTURA EMESSA (UE)					

Saldo contabile Fattura

56.000,00 EUR

Data	Fattura	N.Fattura	Tot.fattura				
30/01/21	VUE	6	181.000,00 EUR				
Data Reg.	N.Reg.	Descrizione registrazione					
30/01/21	183	FATTURA EMESSA (UE)					

Saldo contabile Fattura

181.000,00 EUR

Data	Fattura	N.Fattura	Tot.fattura				
30/01/21	VUE	7	115.700,00 EUR				
Data Reg.	N.Reg.	Descrizione registrazione					
30/01/21	187	FATTURA EMESSA (UE)					

Saldo contabile Fattura

115.700,00 EUR

Data	Fattura	N.Fattura	Tot.fattura				
8/02/21	VUE	8	362.000,00 EUR				
Data Reg.	N.Reg.	Descrizione registrazione					
8/02/21	195	FATTURA EMESSA (UE)					

Saldo contabile Fattura

362.000,00 EUR

Data	Fattura	N.Fattura	Tot.fattura				
8/02/21	VUE	9	231.400,00 EUR				
Data Reg.	N.Reg.	Descrizione registrazione					
8/02/21	199	FATTURA EMESSA (UE)					

Saldo contabile Fattura

231.400,00 EUR

Data	Fattura	N.Fattura	Tot.fattura				
21/02/21	VUE	10	14.000,00 EUR				
Data Reg.	N.Reg.	Descrizione registrazione					
21/02/21	207	FATTURA EMESSA (UE)					

Saldo contabile Fattura

14.000,00 EUR

ESTRATTI CONTO CLIENTI IN VALUTA

HYST A.S.H.

DIV GRUPA LTD BOBOVICA 10 A SAMOBOR () HR Croazia

Fattura	N.Fattura	N.Fattura	Tot.fattura
1/02/21	VUE	13	8.792,00 EUR
N.Reg.	Descrizione registrazione		
350	FATTURA EMESSA (UE)		
24/02/21			
			Saldo contabile Fattura
			8.792,00 EUR

Fattura	N.Fattura	N.Fattura	Tot.fattura
2/02/21	VUE	14	13.932,00 EUR
Data Reg.	N.Reg.	Descrizione registrazione	
354	FATTURA EMESSA (UE)		
24/02/21			
			Saldo contabile Fattura
			13.932,00 EUR

Fattura	N.Fattura	N.Fattura	Tot.fattura
3/02/21	VUE	15	90.500,00 EUR
Data Reg.	N.Reg.	Descrizione registrazione	
520	FATTURA EMESSA (UE)		
28/02/21			
			Saldo contabile Fattura
			90.500,00 EUR

Fattura	N.Fattura	N.Fattura	Tot.fattura
8/02/21	VUE	16	57.850,00 EUR
N.Reg.	Descrizione registrazione		
524	FATTURA EMESSA (UE)		
18/02/21			
			Saldo contabile Fattura
			57.850,00 EUR

Fattura	N.Fattura	N.Fattura	Tot.fattura
9/21	VUE	17	237.000,00 EUR
N.Reg.	Descrizione registrazione		
682	FATTURA EMESSA (UE)		
19/02/21			
			Saldo contabile Fattura
			237.000,00 EUR

Fattura	N.Fattura	N.Fattura	Tot.fattura
21	VUE	22	79.000,00 EUR
N.Reg.	Descrizione registrazione		
1.245	FATTURA EMESSA (UE)		
21			
			Saldo contabile Fattura
			79.000,00 EUR

ESTRATTI CONTO CLIENTI IN VALUTA

CONTRO CITTÀ

DIV GRUPA LTD BOBOVICA 10 A SAMOBOR () HR Croazia

Data Fattura	N.Fattura	Tot.fattura	
10/05/22	V1UE	11	57.850,00 EUR
Data Reg.	N.Reg.	Descrizione registrazione	
10/05/22	748	FATTURA EMESSA (UE)	

KONTO KARTICA KUPCA

HYSEA SRL

Od sugovornika: 000260	Div GRUPA D.O.O.
Sugovorniku : 000260	Div GRUPA D.O.O.
Od datuma registracije:	Do datuma registracije:
Stavke : Samo otvorene stavke	Ref. za dospjeće: 20.5.2022.
Vrsta plaćanja :	Šifra sugovornika, Oznaka valute dokumenta, Vrsta odnosa, Vrsta dokumenta, PDV protokol, Datum dospjeće,
Ustroj :	Vrsta registracije, Datum registracije
Valuta :	Ref. datum za zatvorene stavke: 1.5.2021. Obračunato na:

KONTO KARTICA KUPCA
HYSEA SRL

00260 DIV GRUPA D.O.O., BOBOVICA 10 A, SAMOBOR (HRT) Hrvatska

atum računa		Broj računa	Ukupno račun				
4.1.2021.	VUE	4	56.000,00 EUR				
Datum knjiženja	Br. knjiženja	Opis knjiženja	Vrsta	Datum	Iznos obroka	Uplaćeni iznos	
4.1.2021.	63	RAČUN IZDAN (EU)	B	15.3.2021.	56.000,00 EUR		Kašnjenje

Saldo računa **56.000,00 EUR**

atum računa		Broj računa	Ukupno račun				
30.1.2021.	VUE	6	181.000,00 EUR				
Datum knjiženja	Br. knjiženja	Opis knjiženja	Vrsta	Datum	Iznos obroka	Uplaćeni iznos	
30.1.2021.	183	RAČUN IZDAN (EU)	B	15.3.2021.	181.000,00 EUR		Kašnjenje

Saldo računa **181.000,00 EUR**

atum računa		Broj računa	Ukupno račun				
30.1.2021.	VUE	7	115.700,00 EUR				
Datum knjiženja	Br. knjiženja	Opis knjiženja	Vrsta	Datum	Iznos obroka	Uplaćeni iznos	
30.1.2021.	187	RAČUN IZDAN (EU)	B	15.3.2021.	115.700,00 EUR		Kašnjenje

Saldo računa **115.700,00 EUR**

atum računa		Broj računa	Ukupno račun				
8.2.2021.	VUE	8	362.000,00 EUR				
Datum knjiženja	Br. knjiženja	Opis knjiženja	Vrsta	Datum	Iznos obroka	Uplaćeni iznos	
8.2.2021.	195	RAČUN IZDAN (EU)	B	15.4.2021.	362.000,00 EUR		Kašnjenje

Saldo računa **362.000,00 EUR**

atum računa		Broj računa	Ukupno račun				
8.2.2021.	VUE	9	231.400,00 EUR				
Datum knjiženja	Br. knjiženja	Opis knjiženja	Vrsta	Datum	Iznos obroka	Uplaćeni iznos	
8.2.2021.	199	RAČUN IZDAN (EU)	B	15.4.2021.	231.400,00 EUR		Kašnjenje

Saldo računa **231.400,00 EUR**

atum računa		Broj računa	Ukupno račun				
8.2.2021.	VUE	10	14.000,00 EUR				
Datum knjiženja	Br. knjiženja	Opis knjiženja	Vrsta	Datum	Iznos obroka	Uplaćeni iznos	
8.2.2021.	207	RAČUN IZDAN (EU)	B	15.4.2021.	14.000,00 EUR		Kašnjenje

Saldo računa **14.000,00 EUR**

KONTO KARTICA KUPCA
HYSEA SRL

00260 DIV GRUPA D.O.O., BOBOVICA 10 A, SAMOBOR (Hr) Hrvatska

Datum računa	Broj računa	Ukupno račun					
4.2.2021.	VUE	13	8.792,00 EUR				
Datum knjiženja	Br. knjiženja	Opis knjiženja	Vrsta	Datum	Iznos obroka	Uplaćeni iznos	Datum valute
4.2.2021.	350	RAČUN IZDAN (EU)	B	15.4.2021.	8.792,00 EUR		Kašnjenje

Saldo računa

Datum računa	Broj računa	Ukupno račun					
24.2.2021.	VUE	14	13.932,00 EUR				
Datum knjiženja	Br. knjiženja	Opis knjiženja	Vrsta	Datum	Iznos obroka	Uplaćeni iznos	Datum valute
24.2.2021.	354	RAČUN IZDAN (EU)	B	15.4.2021.	13.932,00 EUR		Kašnjenje

Saldo računa

Datum računa	Broj računa	Ukupno račun					
28.2.2021.	VUE	15	90.500,00 EUR				
Datum knjiženja	Br. knjiženja	Opis knjiženja	Vrsta	Datum	Iznos obroka	Uplaćeni iznos	Datum valute
28.2.2021.	520	RAČUN IZDAN (EU)	B	15.4.2021.	90.500,00 EUR		Kašnjenje

Saldo računa

Datum računa	Broj računa	Ukupno račun					
28.2.2021.	VUE	16	57.850,00 EUR				
Datum knjiženja	Br. knjiženja	Opis knjiženja	Vrsta	Datum	Iznos obroka	Uplaćeni iznos	Datum valute
28.2.2021.	524	RAČUN IZDAN (EU)	B	15.4.2021.	57.850,00 EUR		Kašnjenje

Saldo računa

Datum računa	Broj računa	Ukupno račun					
16.3.2021.	VUE	17	237.000,00 EUR				
Datum knjiženja	Br. knjiženja	Opis knjiženja	Vrsta	Datum	Iznos obroka	Uplaćeni iznos	Datum valute
16.3.2021.	682	RAČUN IZDAN (EU)	B	15.5.2021.	237.000,00 EUR		Kašnjenje

Saldo računa

Datum računa	Broj računa	Ukupno račun					
16.3.2021.	VUE	22	79.000,00 EUR				
Datum knjiženja	Br. knjiženja	Opis knjiženja	Vrsta	Datum	Iznos obroka	Uplaćeni iznos	Datum valute
21.4.2021.	1.245	RAČUN IZDAN (EU)	B	15.6.2021.	79.000,00 EUR		Kašnjenje

Saldo računa

Datum računa	Broj računa	Ukupno račun					
21.4.2021.	VUE	22	79.000,00 EUR				
Datum knjiženja	Br. knjiženja	Opis knjiženja	Vrsta	Datum	Iznos obroka	Uplaćeni iznos	Datum valute
21.4.2021.	1.245	RAČUN IZDAN (EU)	B	15.6.2021.	79.000,00 EUR		Kašnjenje

Saldo računa

20.5.2022. 09:52:42 AM Str. 2
C:/EXE400/R1COE13.QRP

KONTO KARTICA KUPCA
HYSEA SRL

0040 DIV GRUPA D.O.O., BOBOVICA 10 A, SAMOBOR (HRT) Hrvatska

Redni broj računa	Vrijeme	Broj računa	Ukupno račun
1012.	VUE	10	90.500,00 EUR
1012.	Br. knjiženja	Opis knjiženja	Vrsta
1012.	752	RAČUN IZDAN (EU)	B 10.5.2022.

Saldo računa 90.500,00 EUR

Redni broj računa	Vrijeme	Broj računa	Ukupno račun
1012.	VUE	11	57.850,00 EUR
1012.	Br. knjiženja	Opis knjiženja	Vrsta
1012.	748	RAČUN IZDAN (EU)	B 10.5.2022.

Saldo računa 57.850,00 EUR

Redni broj računa	Vrijeme	Broj računa	Ukupno račun
1012.	VUE	12	14.000,00 EUR
1012.	Br. knjiženja	Opis knjiženja	Vrsta
1012.	736	RAČUN IZDAN (EU)	B 10.5.2022.

Saldo računa 14.000,00 EUR

UPA d.o.o.

Knjigovodstveni saldo

1.609.524,00 EUR

Datum dospjeća: 20.5.2022.

1.609.524,00 EUR

C:/EXE400/R1COE13.QRP

20.5.2022.

09:52:42 AM

Str. 4

Ivana Jugovac, mag., stalni sudski tumač za talijanski, engleski i njemački jezik, ponovo imenovana rješenjem predsjednika Županijskog suda u Puli br. 4 Su-1376/06 od 10.01.2019., potvrđujem i ovjeravam da je ovaj prijevod s talijanskog na hrvatski jezik vjeran tekstu izvornika.

1. svibnja 2022.
Ivana Jugovac, mag.



Spett.le / Mess.rs
DIV GRUPA LTD

BOBOVICA, 10 A
10430 SAMOBOR HR

FATTURA NR. / INVOICE NO

4/VUE

DEL / DATED

14-01-21

pag.n./page no 1

Cod. Cliente 000260 Partita Iva o cod. fiscale / Vat no HR 33890755814

Valuta/Currency EUR Commessa/Project HCM004-0

Note/Notes: PZ=PEZZI (PC,PIECES), KG=CHILOGRAMMI (KG,KILOGRAMS), ML=METRI LINEARI (LM,LINEAR METERS), MQ=METRI QUADR. (SQM,SQUARE METERS)

HYSEA SRL VAT IT00767710262

Riga Row	Codice articolo Item code	Descrizione Description	U.M. U.M.	Quantità Quantity	Prezzo Unit price	Sconto Discount	Importo Amount	Iva Vat
----------	---------------------------	-------------------------	-----------	-------------------	-------------------	-----------------	----------------	---------

REF. TO TURNKEY CONTRACT DATED 31/08/2020
FOR NB 487 QUARK ULTRAMARINE
LOOSE TO FIX FURNITURE

20 110923	ART. 11.1.2 - 2ND INSTALMENT OF 40% OF TOTAL CONTRACT PRICE OF 140.000,00 UPON RECEIPT OF THE DELIVERY OF 100% OF EQUIPMENT IN THE SHIPYARD	56.000,00	56.000,00 V441
<p>*****</p> <p>PAYMENT BY BANK SWIFT AT 45 DAYS BANK: INTESA SAN PAOLO SPA ABI: 03069 CAB: 61865 C/C: 10000002292 IBAN: IT80V0306961865100000002292 SWIFT: BCITITMM</p>			


Hysea Srl
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31020 San Vendemiano
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F +39 0438 1918701

info@hysea.it
www.hysea.it
C.F. - P.IVA - Reg. Imprese TV:
00767710262
Cap. Soc. € 100 000,00 i.v.



Spett.le / Mess.rs
DIV GRUPA LTD

BOBOVICA, 10 A
10430 SAMOBOR HR

FATTURA NR. / INVOICE NO

4/VUE

DEL / DATED

14-01-21

pag.n./page no 2

Cod. Cliente 000260 Partita Iva o cod. fiscale / Vat no HR 33890755814

Valuta/Currency EUR Commissa/Project HCM004-0

Note/Notes: PZ=PEZZI (PC,PIECES), KG=CHILOGRAMMI (KG,KILOGRAMS), ML=METRI LINEARI (LM,LINEAR METERS), MQ=METRI QUADR. (SQM,SQUARE METERS)

HYSEA SRL VAT IT00767710262

Riga Row	Codice articolo Item code	Descrizione Description	U.M. U.M.	Quantità Quantity	Prezzo Unit price	Sconto Discount	Importo Amount	Iva Vat
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RIEPILOGHI IVA / VAT SUMMARY			TOTALI DOCUMENTO / TOTAL AMOUNTS		
Cod. Imponibile/Taxable	Imposta/Tax	Descrizione/Description			
V441	56.000,00	0,00 CESSONE NON IMPONIBILE ART. 41 L. 513/92	Totale righe/Total rows:	Eur	56.000,00
			Sconto piede/Discount:	Eur	0,00
			Spese bolli/Stamps:	Eur	0,00
			Spese Incasso/Expenses:	Eur	0,00
			Totale Imponibile/Taxable amount:	Eur	56.000,00
			Totale imposta/Tax amount:	Eur	0,00
			Totale fattura/Invoice total amount:	Eur	56.000,00

CONDIZIONI DI VENDITA / SALES TERMS			SCADENZE RATE / MATURITY DATES		
Tipo Pagamento/Payment Terms					
165	BANK S.W.I.F.T. 45 DAYS		15-03-21	Eur	56.000,00
Riferimenti Bancari/Bank Ref.					
Banca Intesa Spa - Oderzo					
ABI 3069 CAB 61865 CIN V C/C 10000002292					
IBAN IT80V0306961865100000002292					
Resa/Delivery:					
Agente/Agent:					

Contributo Ambientale CONAI Assolto Ove Dovuto/Environmental Tribute Settled Where Required In Accordance with Italian Law

Hysea Srl
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00767710262
Cap. Soc. € 100.000 i.v.



Spett.le / Mess.rs
DIV GRUPA LTD

BOBOVICA, 10 A
10430 SAMOBOR HR

FATTURA NR. / INVOICE NO

6/VUE

DEL / DATED

30-01-21

pag.n./page no 1

Cod. Cliente 000260 Partita Iva o cod. fiscale / Vat no HR 33890755814

Valuta/Currency EUR Comessa/Project HCM004-0

Note/Notes: PZ=PEZZI (PC,PIECES), KG=CHILOGRAMMI (KG,KILOGRAMS), ML=METRI LINEARI (LM,LINEAR METERS), MQ=METRI QUADR. (SQM,SQUARE METERS)

HYSEA SRL VAT IT00767710262

Riga Row	Codice articolo Item code	Descrizione Description	U.M. U.M.	Quantità Quantity	Prezzo Unit price	Sconto Discount	Importo Amount	Iva Vat
----------	---------------------------	-------------------------	-----------	-------------------	-------------------	-----------------	----------------	---------

REF. TO TURNKEY CONTRACT DATED 10/02/20 AND
APPENDIX NR. 1 SIGNED 04/05/20
FOR NEWBUILDING 487 QUARK
PUBLIC SPACES

20 110923 ART. 11.1.8 - 8TH INSTALMENT OF 10% 181.000,00 181.000,00 V441
OF TOTAL CONTRACT PRICE OF
1.810.000 UPON 75% OF WORKS
COMPLETENESS

PAYMENT BY BANK SWIFT AT 45 DAYS

FROM THE END OF MONTH

BANK : UNICREDIT S.P.A.

ABI: 02008

CAB: 61624

C/C: 000105777849

IBAN: IT83Q0200861624000105777849

SWIFT: UNCRITM1A28

Hysea Srl
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31020 San Vendemiano
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www.hysea.it
C.F. - P.IVA - Reg. Imprese TV:
00767710262
Cap. Soc. € 100.000,00 i.v.



Spett.le / Mess.rs
DIV GRUPA LTD

BOBOVICA, 10 A
10430 SAMOBOR HR

FATTURA NR. / INVOICE NO

6/VUE

DEL / DATED

30-01-21

pag.n./page no 2

Cod. Cliente 000260 Partita Iva o cod. fiscale / Vat no HR 33890755814

Valuta/Currency EUR Commessa/Project HCM004-0

Note/Notes: PZ=PEZZI (PC,PIECES), KG=CHILOGRAMMI (KG,KILOGRAMS), ML=METRI LINEARI (LM,LINEAR METERS), MQ=METRI QUADR. (SQM,SQUARE METERS)

HYSEA SRL VAT IT00767710262

Riga Row	Codice articolo Item code	Descrizione Description	U.M. U.M.	Quantità Quantity	Prezzo Unit price	Sconto Discount	Importo Amount	Iva Vat
----------	---------------------------	-------------------------	-----------	-------------------	-------------------	-----------------	----------------	---------

RIEPILOGHI IVA / VAT SUMMARY			TOTALI DOCUMENTO / TOTAL AMOUNTS		
Cod. Imponibile/Taxable	Imposta/Tax	Descrizione/Description			
V441 181.000,00	0,00	CESSIONE NON IMPONIBILE ART. 41 L. 513/92	Totale righe/Total rows:	Eur	181.000,00
			Sconto piede/Discount:	Eur	0,00
			Spese bolli/Stamps:	Eur	0,00
			Spese Incasso/Expenses:	Eur	0,00
			Totale Imponibile/Taxable amount:	Eur	181.000,00
			Totale imposta/Tax amount:	Eur	0,00
			Totale fattura/Invoice total amount:	Eur	181.000,00
Tot: 181.000,00	0,00				

CONDIZIONI DI VENDITA / SALES TERMS			SCADENZE RATE / MATURITY DATES		
Tipo Pagamento/Payment Terms					
165 BANK S.W.I.F.T. 45 DAYS			15-03-21	Eur	181.000,00
Riferimenti Bancari/Bank Ref.					
Unicredit Banca - Conegliano					
ABI 2008 CAB 61624 CIN Q C/C 000105777849					
IBAN IT83Q0200861624000105777849					
Resa/Delivery:					
Agente/Agent:					

Contributo Ambientale CONAI Assolto Ove Dovuto/Environmental Tribute Settled Where Required In Accordance with Italian Law



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Cap. Soc. € 100.000 i.v.



Spett.le / Mess.rs
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BOBOVICA, 10 A
10430 SAMOBOR HR

FATTURA NR. / INVOICE NO

7/VUE

DEL / DATED

30-01-21

pag.n./page no 1

Cod. Cliente 000260 Partita Iva o cod. fiscale / Vat no HR 33890755814

Valuta/Currency EUR Commissa/Project HCM004-0

Note/Notes: PZ=PEZZI (PC,PIECES), KG=CHILOGRAMMI (KG,KILOGRAMS), ML=METRI LINEARI (LM,LINEAR METERS), MQ=METRI QUADR. (SQM,SQUARE METERS)

HYSEA SRL VAT IT00767710262

Riga Row	Codice articolo Item code	Descrizione Description	U.M. U.M.	Quantità Quantity	Prezzo Unit price	Sconto Discount	Importo Amount	Iva Vat
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REF. TO TURNKEY CONTRACT DATED 04/05/20
FOR NEWBUILDING 487 QUARK - TK2 PROJECT
RESTAURANT READY ROOM

20 110923

ART. 11.1.8 - 8TH INSTALMENT OF 10%
OF TOTAL CONTRACT PRICE OF
1.157.000,00 UPON 75% OF THE WORKS
COMPLETENESS

115.700,00

115.700,00 v441

PAYMENT BY BANK SWIFT AT 45 DAYS
BANK : INTESA SAN PAOLO SPA
ABI: 03069
CAB: 61865
C/C: 10000002292
IBAN: IT80V0306961865100000002292
SWIFT: BCITITMM

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BOBOVICA, 10 A
10430 SAMOBOR HR

FATTURA NR. / INVOICE NO

7/VUE

DEL / DATED

30-01-21

pag.n./page no 2

Cod. Cliente 000260 Partita Iva o cod. fiscale / Vat no HR 33890755814

Valuta/Currency EUR Comessa/Project HCM004-0

Note/Notes: PZ=PEZZI (PC,PIECES), KG=CHILOGRAMMI (KG,KILOGRAMS), ML=METRI LINEARI (LM,LINEAR METERS), MQ=METRI QUADR. (SQM,SQUARE METERS)

HYSEA SRL VAT IT00767710262

Riga Row	Codice articolo Item code	Descrizione Description	U.M. U.M.	Quantità Quantity	Prezzo Unit price	Sconto Discount	Importo Amount	Iva Vat
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RIEPILOGHI IVA / VAT SUMMARY

Cod. Imponibile/Taxable	Imposta/Tax	Descrizione/Description
V441 115.700,00	0,00	CESSIONE NON IMPONIBILE ART. 41 L. 513/92
Tot: 115.700,00	0,00	

TOTALI DOCUMENTO / TOTAL AMOUNTS

Totale righe/Total rows:	Eur 115.700,00
Sconto piede/Discount:	Eur 0,00
Spese bolli/Stamps:	Eur 0,00
Spese Incasso/Expences:	Eur 0,00
Totale Imponibile/Taxable amount:	Eur 115.700,00
Totale imposta/Tax amount:	Eur 0,00
Totale fattura/Invoice total amount:	Eur 115.700,00

CONDIZIONI DI VENDITA / SALES TERMS

Tipo Pagamento/Payment Terms
165 BANK S.W.I.F.T. 45 DAYS
Riferimenti Bancari/Bank Ref.
Banca Intesa Spa - Oderzo
ABI 3069 CAB 61865 CIN V C/C 100000002292
IBAN IT80V0306961865100000002292
Resa/Delivery:
Agente/Agent:

SCADENZE RATE / MATURITY DATES

15-03-21	Eur	115.700,00
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Contributo Ambientale CONAI Assolto Ove Dovuto/Environmental Tribute Settled Where Required In Accordance with Italian Law

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Spett.le / Mess.rs
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BOBOVICA, 10 A
10430 SAMOBOR HR

FATTURA NR. / INVOICE NO

8/VUE

DEL / DATED

08-02-21

pag.n./page no 1

Cod. Cliente 000260 Partita Iva o cod. fiscale / Vat no HR 33890755814 Valuta/Currency EUR Commessa/Project HCM004-0

Note/Notes: PZ=PEZZI (PC,PIECES), KG=CHILOGRAMMI (KG,KILOGRAMS), ML=METRI LINEARI (LM,LINEAR METERS), MQ=METRI QUADR. (SQM,SQUARE METERS)

HYSEA SRL VAT IT00767710262

Riga Row	Codice articolo Item code	Descrizione Description	U.M. U.M.	Quantità Quantity	Prezzo Unit price	Sconto Discount	Importo Amount	Iva Vat
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REF. TO TURNKEY CONTRACT DATED 10/02/20 AND
APPENDIX NR. 1 SIGNED 04/05/20
FOR NEWBUILDING 487 QUARK
PUBLIC SPACES

20 110923 ART. 11.1.5 - 5TH INSTALMENT OF 20% 362.000,00 362.000,00 V441
OF TOTAL CONTRACT PRICE OF
1.810.000 UPON RECEIPT OF THE
DELIVERY OF 100% OF MATERIALS IN
THE SHIPYARD

PAYMENT BY BANK SWIFT AT 45 DAYS
FROM THE END OF MONTH
BANK : UNICREDIT S.P.A.
ABI: 02008
CAB: 61624
C/C: 000105777849
IBAN: IT83Q0200861624000105777849
SWIFT: UNCRITM1A28

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BOBOVICA, 10 A
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FATTURA NR. / INVOICE NO

8/VUE

DEL / DATED

08-02-21

pag.n./page no 2

Cod. Cliente 000260 Partita Iva o cod. fiscale / Vat no HR 33890755814

Valuta/Currency EUR Commissa/Project HCM004-0

Note/Notes: PZ=PEZZI (PC,PIECES), KG=CHILOGRAMMI (KG,KILOGRAMS), ML=METRI LINEARI (LM,LINEAR METERS), MQ=METRI QUADR. (SQM,SQUARE METERS)

HYSEA SRL VAT IT00767710262

Riga Row	Codice articolo Item code	Descrizione Description	U.M. U.M.	Quantità Quantity	Prezzo Unit price	Sconto Discount	Importo Amount	Iva Vat
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RIEPILOGHI IVA / VAT SUMMARY			TOTALI DOCUMENTO / TOTAL AMOUNTS		
Cod. Imponibile/Taxable	Imposta/Tax	Descrizione/Description			
V441	362.000,00	0,00 CESSONE NON IMPONIBILE ART. 41 L. 513/92	Totale righe/Total rows:	Eur	362.000,00
			Sconto piede/Discount:	Eur	0,00
			Spese bolli/Stamps:	Eur	0,00
			Spese Incasso/Expences:	Eur	0,00
			Totale Imponibile/Taxable amount:	Eur	362.000,00
Tot:	362.000,00	0,00	Totale imposta/Tax amount:	Eur	0,00
			Totale fattura/Invoice total amount:	Eur	362.000,00

CONDIZIONI DI VENDITA / SALES TERMS			SCADENZE RATE / MATURITY DATES		
Tipo Pagamento/Payment Terms					
165	BANK S.W.I.F.T. 45 DAYS		15-04-21	Eur	362.000,00
Riferimenti Bancari/Bank Ref.					
Unicredit Banca - Conegliano					
ABI 2008 CAB 61624 CIN Q C/C 000105777849					
IBAN IT83Q0200861624000105777849					
Resa/Delivery:					
Agente/Agent:					

Contributo Ambientale CONAI Assolto Ove Dovuto/Environmental Tribute Settled Where Required In Accordance with Italian Law


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BOBOVICA, 10 A
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FATTURA NR. / INVOICE NO

9/VUE

DEL / DATED

08-02-21

pag.n./page no 1

Cod. Cliente 000260 Partita Iva o cod. fiscale / Vat no HR 33890755814

Valuta/Currency EUR Commissa/Project HCM004-0

Note/Notes: PZ=PEZZI (PC,PIECES), KG=CHILOGRAMMI (KG,KILOGRAMS), ML=METRI LINEARI (LM,LINEAR METERS), MQ=METRI QUADR. (SQM,SQUARE METERS)

HYSEA SRL VAT IT00767710262

Riga Row	Codice articolo Item code	Descrizione Description	U.M. U.M.	Quantità Quantity	Prezzo Unit price	Sconto Discount	Importo Amount	Iva Vat
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REF. TO TURNKEY CONTRACT DATED 04/05/20
FOR NEWBUILDING 487 QUARK - TK2 PROJECT
RESTAURANT READY ROOM

20 110923 ART. 11.1.5 - 5TH INSTALMENT OF 20%
OF TOTAL CONTRACT PRICE OF
1.157.000,00 UPON RECEIPT OF THE
DELIVERY OF 100% OF MATERIALS IN
THE SHIPYARD

231.400,00

231.400,00 V441

PAYMENT BY BANK SWIFT AT 45 DAYS
BANK : INTESA SAN PAOLO SPA
ABI: 03069
CAB: 61865
C/C: 10000002292
IBAN: IT80V0306961865100000002292
SWIFT: BCITITMM

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BOBOVICA, 10 A
10430 SAMOBOR HR

FATTURA NR. / INVOICE NO

9/VUE

DEL / DATED

08-02-21

pag.n./page no 2

Cod. Cliente 000260 Partita Iva o cod. fiscale / Vat no HR 33890755814

Valuta/Currency EUR Commessa/Project HCM004-0

Note/Notes: PZ=PEZZI (PC,PIECES), KG=CHILOGRAMMI (KG,KILOGRAMS), ML=METRI LINEARI (LM,LINEAR METERS), MQ=METRI QUADR. (SQM,SQUARE METERS)

HYSEA SRL VAT IT00767710262

Riga Row	Codice articolo Item code	Descrizione Description	U.M. U.M.	Quantità Quantity	Prezzo Unit price	Sconto Discount	Importo Amount	Iva Vat
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RIEPILOGHI IVA / VAT SUMMARY			TOTALI DOCUMENTO / TOTAL AMOUNTS				
Cod. Imponibile/Taxable	Imposta/Tax	Descrizione/Description					
V441	231.400,00	0,00 CESSONE NON IMPONIBILE ART. 41 L. 513/92					
Tot:	231.400,00	0,00					
CONDIZIONI DI VENDITA / SALES TERMS			SCADENZE RATE / MATURITY DATES				
Tipo Pagamento/Payment Terms			15-04-21	Eur			
165	BANK S.W.I.F.T. 45 DAYS						231.400,00
Riferimenti Bancari/Bank Ref.							
Banca Intesa Spa - Oderzo							
ABI 3069 CAB 61865 CIN V	C/C 100000002292						
IBAN IT80V0306961865100000002292							
Resa/Delivery:							
Agente/Agent:							

Contributo Ambientale CONAI Assolto Ove Dovuto/Environmental Tribute Settled Where Required In Accordance with Italian Law

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BOBOVICA, 10 A
10430 SAMOBOR HR

FATTURA NR. / INVOICE NO

10/VUE

DEL / DATED

08-02-21

pag.n./page no 1

Cod. Cliente 000260 Partita Iva o cod. fiscale / Vat no HR 33890755814

Valuta/Currency EUR Commessa/Project HCM004-0

Note/Notes: PZ=PEZZI (PC,PIECES), KG=CHILOGRAMMI (KG,KILOGRAMS), ML=METRI LINEARI (LM,LINEAR METERS), MQ=METRI QUADR. (SQM,SQUARE METERS)

HYSEA SRL VAT IT00767710262

Riga Row	Codice articolo Item code	Descrizione Description	U.M. U.M.	Quantità Quantity	Prezzo Unit price	Sconto Discount	Importo Amount	Iva Vat
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REF. TO TURNKEY CONTRACT DATED 31/08/2020
FOR NB 487 QUARK ULTRAMARINE
LOOSE TO FIX FURNITURE

20 110922

ART. 11.1.3 - 3RD INSTALMENT OF 10%
OF TOTAL CONTRACT PRICE OF
140.000,00 UPON INSTALLATION OF ALL
THE EQUIPMENT ON THE SHIP

14.000,00

14.000,00 V441

PAYMENT BY BANK SWIFT AT 45 DAYS
BANK : INTESA SAN PAOLO SPA
ABI: 03069
CAB: 61865
C/C: 10000002292
IBAN: IT80V0306961865100000002292
SWIFT: BCITITMM

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BOBOVICA, 10 A
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FATTURA NR. / INVOICE NO

10/VUE

DEL / DATED

08-02-21

pag.n./page no 2

Cod. Cliente 000260 Partita Iva o cod. fiscale / Vat no HR 33890755814

Valuta/Currency EUR Commissa/Project HCM004-0

Note/Notes: PZ=PEZZI (PC,PIECES), KG=CHILOGRAMMI (KG,KILOGRAMS), ML=METRI LINEARI (LM,LINEAR METERS), MQ=METRI QUADR. (SQM,SQUARE METERS)

HYSEA SRL VAT IT00767710262

Riga Row	Codice articolo Item code	Descrizione Description	U.M. U.M.	Quantità Quantity	Prezzo Unit price	Sconto Discount	Importo Amount	Iva Vat
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RIEPILOGHI IVA / VAT SUMMARY			TOTALI DOCUMENTO / TOTAL AMOUNTS		
Cod. Imponibile/Taxable	Imposta/Tax	Descrizione/Description			
V441	14.000,00	0,00 CESSIONE NON IMPONIBILE ART. 41 L. 513/92	Totale righe/Total rows:	Eur	14.000,00
			Sconto piede/Discount:	Eur	0,00
			Spese bolli/Stamps:	Eur	0,00
			Spese Incasso/Expenses:	Eur	0,00
			Totale Imponibile/Taxable amount:	Eur	14.000,00
Tot:	14.000,00	0,00	Totale imposta/Tax amount:	Eur	0,00
			Totale fattura/Invoice total amount:	Eur	14.000,00

CONDIZIONI DI VENDITA / SALES TERMS			SCADENZE RATE / MATURITY DATES		
Tipo Pagamento/Payment Terms					
165	BANK S.W.I.F.T. 45 DAYS		15-04-21	Eur	14.000,00
Riferimenti Bancari/Bank Ref.					
Banca Intesa Spa - Oderzo					
ABI 3069 CAB 61865 CIN V C/C 100000002292					
IBAN IT80V0306961865100000002292					
Resa/Delivery:					
Agente/Agent:					

Contributo Ambientale CONAI Assolto Ove Dovuto/Environmental Tribute Settled Where Required In Accordance with Italian Law

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Spett.le / Mess.rs
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BOBOVICA, 10 A
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FATTURA NR. / INVOICE NO

13/VUE

DEL / DATED

24-02-21

pag.n./page no 1

Cod. Cliente 000260 Partita Iva o cod. fiscale / Vat no HR 33890755814

Valuta/Currency EUR Commissa/Project HCM004-0

Note/Notes: PZ=PEZZI (PC,PIECES), KG=CHILOGRAMMI (KG,KILOGRAMS), ML=METRI LINEARI (LM,LINEAR METERS), MQ=METRI QUADR. (SQM,SQUARE METERS)

HYSEA SRL VAT IT00767710262

Riga Row	Codice articolo Item code	Descrizione Description	U.M. U.M.	Quantità Quantity	Prezzo Unit price	Sconto Discount	Importo Amount	Iva Vat
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REF. TO TURNKEY CONTRACT DATED 10/02/20 AND
ANNEX NR. 2 SIGNED 02/02/2021- TK1 PROJECT
FOR NEWBUILDING 487 QUARK
PUBLIC SPACES

20 110923	ART. .2.6 EXTRA WORKS REQUEST BY SHIPYARD	8.792,00	8.792,00	v441
<p>*****</p> <p>PAYMENT BY BANK SWIFT AT 45 DAYS FROM THE END OF MONTH BANK : UNICREDIT S.P.A. ABI: 02008 CAB: 61624 C/C: 000105777849 IBAN: IT83Q0200861624000105777849 SWIFT: UNCRITM1A28</p>				

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BOBOVICA, 10 A
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FATTURA NR. / INVOICE NO

13/VUE

DEL / DATED

24-02-21

pag.n./page no 2

Cod. Cliente 000260 Partita Iva o cod. fiscale / Vat no HR 33890755814

Valuta/Currency EUR Commissa/Project HCM004-0

Note/Notes: PZ=PEZZI (PC,PIECES), KG=CHILOGRAMMI (KG,KILOGRAMS), ML=METRI LINEARI (LM,LINEAR METERS), MQ=METRI QUADR. (SQM,SQUARE METERS)

HYSEA SRL VAT IT00767710262

Riga Row	Codice articolo Item code	Descrizione Description	U.M. U.M.	Quantità Quantity	Prezzo Unit price	Sconto Discount	Importo Amount	Iva Vat
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RIEPILOGHI IVA / VAT SUMMARY

Cod. Imponibile/Taxable	Imposta/Tax	Descrizione/Description
V441	8.792,00	0,00 CESSIONE NON IMPONIBILE ART. 41 L. 513/92
Tot:	8.792,00	0,00

TOTALI DOCUMENTO / TOTAL AMOUNTS

Totale righe/Total rows:	Eur	8.792,00
Sconto piede/Discount:	Eur	0,00
Spese bolli/Stamps:	Eur	0,00
Spese Incasso/Expenses:	Eur	0,00
Totale Imponibile/Taxable amount:	Eur	8.792,00
Totale imposta/Tax amount:	Eur	0,00
Totale fattura/Invoice total amount:	Eur	8.792,00

CONDIZIONI DI VENDITA / SALES TERMS

Tipo Pagamento/Payment Terms

165 BANK S.W.I.F.T. 45 DAYS

Riferimenti Bancari/Bank Ref.

Unicredit Banca - Conegliano

ABI 2008 CAB 61624 CIN Q C/C 000105777849

IBAN IT83Q0200861624000105777849

Resa/Delivery:

Agente/Agent:

SCADENZE RATE / MATURITY DATES

15-04-21 Eur 8.792,00

Contributo Ambientale CONAI Assolto Ove Dovuto/Environmental Tribute Settled Where Required In Accordance with Italian Law



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BOBOVICA, 10 A
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FATTURA NR. / INVOICE NO

14/VUE

DEL / DATED

24-02-21

pag.n./page no 1

Cod. Cliente 000260 Partita Iva o cod. fiscale / Vat no HR 33890755814

Valuta/Currency EUR Commissa/Project HCM004-0

Note/Notes: PZ=PEZZI (PC,PIECES), KG=CHILOGRAMMI (KG,KILOGRAMS), ML=METRI LINEARI (LM,LINEAR METERS), MQ=METRI QUADR. (SQM,SQUARE METERS)

HYSEA SRL VAT IT00767710262

Riga Row	Codice articolo Item code	Descrizione Description	U.M. U.M.	Quantità Quantity	Prezzo Unit price	Sconto Discount	Importo Amount	Iva Vat
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REF. TO TURNKEY CONTRACT DATED 04/05/20
AND ANNEX NO. 1 SIGNED 02/02/2021 - TK2 PROJECT
FOR NEWBUILDING 487 QUARK
RESTAURANT READY ROOM

20 110923	ART. 2.6 EXTRA WORKS REQUEST BY SHIPYARD	13.932,00	13.932,00	v441
<hr/> PAYMENT BY BANK SWIFT AT 45 DAYS BANK : INTESA SAN PAOLO SPA ABI: 03069 CAB: 61865 C/C: 10000002292 IBAN: IT80V0306961865100000002292 SWIFT: BCITITMM				

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FATTURA NR. / INVOICE NO

14/VUE

DEL / DATED

24-02-21

pag.n./page no 2

Cod. Cliente 000260 Partita Iva o cod. fiscale / Vat no HR 33890755814

Valuta/Currency EUR Commissa/Project HCM004-0

Note/Notes: PZ=PEZZI (PC,PIECES), KG=CHILOGRAMMI (KG,KILOGRAMS), ML=METRI LINEARI (LM,LINEAR METERS), MQ=METRI QUADR. (SQM,SQUARE METERS)

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Riga Row	Codice articolo Item code	Descrizione Description	U.M. U.M.	Quantità Quantity	Prezzo Unit price	Sconto Discount	Importo Amount	Iva Vat
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RIEPILOGHI IVA / VAT SUMMARY			TOTALI DOCUMENTO / TOTAL AMOUNTS		
Cod. Imponibile/Taxable	Imposta/Tax	Descrizione/Description			
V441	13.932,00	0,00 CESSONE NON IMPONIBILE ART. 41 L. 513/92	Totale righe/Total rows:	Eur	13.932,00
			Sconto piede/Discount:	Eur	0,00
			Spese bolli/Stamps:	Eur	0,00
			Spese Incasso/Expenses:	Eur	0,00
			Totale Imponibile/Taxable amount:	Eur	13.932,00
			Totale imposta/Tax amount:	Eur	0,00
			Totale fattura/Invoice total amount:	Eur	13.932,00
Tot:	13.932,00	0,00			

CONDIZIONI DI VENDITA / SALES TERMS			SCADENZE RATE / MATURITY DATES		
Tipo Pagamento/Payment Terms					
165 BANK S.W.I.F.T. 45 DAYS			15-04-21	Eur	13.932,00
Riferimenti Bancari/Bank Ref.					
Banca Intesa Spa - Oderzo					
ABI 3069 CAB 61865 CIN V C/C 100000002292					
IBAN IT80V0306961865100000002292					
Resa/Delivery:					
Agente/Agent:					

Contributo Ambientale CONAI Assolto Ove Dovuto/Environmental Tribute Settled Where Required In Accordance with Italian Law

Hysea Srl
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31020 San Vendemiano
TV Italy
P +39 0438 1918700
F +39 0438 1918701

info@hysea.it
www.hysea.it
C.F. - P.IVA - Reg. Imprese TV:
00767710262
Cap. Soc. € 100.000,00 i.v.



Spett.le / Mess.rs
DIV GRUPA LTD

BOBOVICA, 10 A
10430 SAMOBOR HR

FATTURA NR. / INVOICE NO

15/VUE

DEL / DATED

28-02-21

pag.n./page no 1

Cod. Cliente 000260 Partita Iva o cod. fiscale / Vat no HR 33890755814

Valuta/Currency EUR Commissa/Project HCM004-0

Note/Notes: PZ=PEZZI (PC,PIECES), KG=CHILOGRAMMI (KG,KILOGRAMS), ML=METRI LINEARI (LM,LINEAR METERS), MQ=METRI QUADR. (SQM,SQUARE METERS)

HYSEA SRL VAT IT00767710262

Riga Row	Codice articolo Item code	Descrizione Description	U.M. U.M.	Quantità Quantity	Prezzo Unit price	Sconto Discount	Importo Amount	Iva Vat
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REF. TO TURNKEY CONTRACT DATED 10/02/20 AND
APPENDIX NR. 1 SIGNED 04/05/20
FOR NEWBUILDING 487 QUARK
PUBLIC SPACES

20 110923 ART. 11.1.9 - 9TH INSTALMENT OF 5 % OF TOTAL CONTRACT PRICE OF 1.810.000 UPON 95% OF WORKS COMPLETENESS

90.500,00

90.500,00 v441

PAYMENT BY BANK SWIFT AT 45 DAYS FROM THE END OF MONTH
BANK : UNICREDIT S.P.A.
ABI: 02008
CAB: 61624
C/C: 000105777849
IBAN: IT83Q0200861624000105777849
SWIFT: UNCRITM1A28

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Cap. Soc. € 100.000,00 i.v.



Spett.le / Mess.rs
DIV GRUPA LTD

BOBOVICA, 10 A
10430 SAMOBOR HR

FATTURA NR. / INVOICE NO

15/VUE

DEL / DATED

28-02-21

pag.n./page no 2

Cod. Cliente 000260 Partita Iva o cod. fiscale / Vat no HR 33890755814

Valuta/Currency EUR Commessa/Project HCM004-0

Note/Notes: PZ=PEZZI (PC,PIECES), KG=CHILOGRAMMI (KG,KILOGRAMS), ML=METRI LINEARI (LM,LINEAR METERS), MQ=METRI QUADR. (SQM,SQUARE METERS)

HYSEA SRL VAT IT00767710262

Riga Row	Codice articolo Item code	Descrizione Description	U.M. U.M.	Quantità Quantity	Prezzo Unit price	Sconto Discount	Importo Amount	Iva Vat
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RIEPILOGHI IVA / VAT SUMMARY			TOTALI DOCUMENTO / TOTAL AMOUNTS		
Cod. Imponibile/Taxable	Imposta/Tax	Descrizione/Description			
V441	90.500,00	0,00 CESSONE NON IMPONIBILE ART. 41 L. 513/92	Totale righe/Total rows:	Eur	90.500,00
			Sconto piede/Discount:	Eur	0,00
			Spese bolli/Stamps:	Eur	0,00
			Spese Incasso/Expenses:	Eur	0,00
			Totale Imponibile/Taxable amount:	Eur	90.500,00
			Totale imposta/Tax amount:	Eur	0,00
			Totale fattura/Invoice total amount:	Eur	90.500,00

CONDIZIONI DI VENDITA / SALES TERMS			SCADENZE RATE / MATURITY DATES		
Tipo Pagamento/Payment Terms					
165 BANK S.W.I.F.T. 45 DAYS			15-04-21	Eur	90.500,00
Riferimenti Bancari/Bank Ref.					
Unicredit Banca - Conegliano					
ABI 2008 CAB 61624 CIN Q C/C 000105777849					
IBAN IT83Q0200861624000105777849					
Resa/Delivery:					
Agente/Agent:					

Contributo Ambientale CONAI Assolto Ove Dovuto/Environmental Tribute Settled Where Required In Accordance with Italian Law

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C.F. - P.IVA - Reg. Imprese TV:
00767710262
Cap. Soc. € 100.000,00 i.v.



Spett.le / Mess.rs
DIV GRUPA LTD

BOBOVICA, 10 A
10430 SAMOBOR HR

FATTURA NR. / INVOICE NO

16/VUE

DEL / DATED

28-02-21

pag.n./page no 1

Cod. Cliente 000260 Partita Iva o cod. fiscale / Vat no HR 33890755814 Valuta/Currency EUR Commessa/Project HCM004-0

Note/Notes: PZ=PEZZI (PC,PIECES), KG=CHILOGRAMMI (KG,KILOGRAMS), ML=METRI LINEARI (LM,LINEAR METERS), MQ=METRI QUADR. (SQM,SQUARE METERS)

HYSEA SRL VAT IT00767710262

Riga Row	Codice articolo Item code	Descrizione Description	U.M. U.M.	Quantità Quantity	Prezzo Unit price	Sconto Discount	Importo Amount	Iva Vat
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REF. TO TURNKEY CONTRACT DATED 04/05/20
FOR NEWBUILDING 487 QUARK - TK2 PROJECT
RESTAURANT READY ROOM

20 110923

ART. 11.1.9 - 9TH INSTALMENT OF 5 %
OF TOTAL CONTRACT PRICE OF
1.157.000 UPON 95% OF WORKS
COMPLETENESS

57.850,00

57.850,00 V441

PAYMENT BY BANK SWIFT AT 45 DAYS
BANK : INTESA SAN PAOLO SPA
ABI: 03069
CAB: 61865
C/C: 10000002292
IBAN: IT80V0306961865100000002292
SWIFT: BCITITMM

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00767710262
Cap. Soc. € 100.000,00 i.v.



Spett.le / Mess.rs
DIV GRUPA LTD

BOBOVICA, 10 A
10430 SAMOBOR HR

FATTURA NR. / INVOICE NO

16/VUE

DEL / DATED

28-02-21

pag.n./page no 2

Cod. Cliente 000260 Partita Iva o cod. fiscale / Vat no HR 33890755814

Valuta/Currency EUR Commissa/Project HCM004-0

Note/Notes: PZ=PEZZI (PC,PIECES), KG=CHILOGRAMMI (KG,KILOGRAMS), ML=METRI LINEARI (LM,LINEAR METERS), MQ=METRI QUADR. (SQM,SQUARE METERS)

HYSEA SRL VAT IT00767710262

Riga Row	Codice articolo Item code	Descrizione Description	U.M. U.M.	Quantità Quantity	Prezzo Unit price	Sconto Discount	Importo Amount	Iva Vat
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RIEPILOGHI IVA / VAT SUMMARY			TOTALI DOCUMENTO / TOTAL AMOUNTS		
Cod. Imponibile/Taxable	Imposta/Tax	Descrizione/Description			
V441	57.850,00	0,00 CESSONE NON IMPONIBILE ART. 41 L. 513/92	Totale righe/Total rows:	Eur	57.850,00
			Sconto piede/Discount:	Eur	0,00
			Spese bolli/Stamps:	Eur	0,00
			Spese Incasso/Expenses:	Eur	0,00
			Totale Imponibile/Taxable amount:	Eur	57.850,00
			Totale imposta/Tax amount:	Eur	0,00
			Totale fattura/Invoice total amount:	Eur	57.850,00
CONDIZIONI DI VENDITA / SALES TERMS			SCADENZE RATE / MATURITY DATES		
Tipo Pagamento/Payment Terms			15-04-21	Eur	57.850,00
165 BANK S.W.I.F.T. 45 DAYS					
Riferimenti Bancari/Bank Ref.					
Banca Intesa Spa - Oderzo					
ABI 3069 CAB 61865 CIN Q C/C 100000002292					
IBAN IT80V0306961865100000002292					
Resa/Delivery:					
Agente/Agent:					

Contributo Ambientale CONAI Assolto Ove Dovuto/Environmental Tribute Settled Where Required in Accordance with Italian Law

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www.hysea.it
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00767710262
Cap. Soc. € 100.000,00 v.



Spett.le / Mess.rs
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BOBOVICA, 10 A
10430 SAMOBOR HR

FATTURA NR. / INVOICE NO

17/VUE

DEL / DATED

16-03-21

pag.n./page no 1

Cod. Cliente 000260 Partita Iva o cod. fiscale / Vat no HR 33890755814

Valuta/Currency EUR Commissa/Project HCM005

Note/Notes: PZ=PEZZI (PC,PIECES), KG=CHILOGRAMMI (KG,KILOGRAMS), ML=METRI LINEARI (LM,LINEAR METERS), MQ=METRI QUADR. (SQM,SQUARE METERS)

HYSEA SRL VAT IT00767710262

Riga Row	Codice articolo Item code	Descrizione Description	U.M. U.M.	Quantità Quantity	Prezzo Unit price	Sconto Discount	Importo Amount	Iva Vat
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REF. TO TURNKEY CONTRACT DATED 25/08/2020
FOR NEWBUILDING 485 JANSONIUS

20 110923 ART. 11.1.4 - 4TH INSTALMENT OF 15%
OF TOTAL CONTRACT PRICE OF
1.580.000,00 UPON DELIVERY OF
PRIMARY UNDERCONSTRUCTION &
FOUNDATIONS

PAYMENT BY BANK SWIFT AT 45 DAYS
FROM

THE END OF THE MONTH
BANK : UNIONE DI BANCHE ITALIANE
SPA

ABI: 03111
CAB: 12000
C/C: 000000000845
IBAN: IT81N031111200000000000845



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00767710262
Cap. Soc. € 100.000,00 i.v.



Spett.le / Mess.rs
DIV GRUPA LTD

BOBOVICA, 10 A
10430 SAMOBOR HR

FATTURA NR. / INVOICE NO

17/VUE

DEL / DATED

16-03-21

pag.n./page no 2

Cod. Cliente 000260 Partita Iva o cod. fiscale / Vat no HR 33890755814

Valuta/Currency EUR Comessa/Project HCM005

Note/Notes: PZ=PEZZI (PC,PIECES), KG=CHILOGRAMMI (KG,KILOGRAMS), ML=METRI LINEARI (LM,LINEAR METERS), MQ=METRI QUADR. (SQM,SQUARE METERS)

HYSEA SRL VAT IT00767710262

Riga Row	Codice articolo Item code	Descrizione Description	U.M. U.M.	Quantità Quantity	Prezzo Unit price	Sconto Discount	Importo Amount	Iva Vat
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RIEPILOGHI IVA / VAT SUMMARY			TOTALI DOCUMENTO / TOTAL AMOUNTS		
Cod. Imponibile/Taxable	Imposta/Tax	Descrizione/Description			
V441	237.000,00	0,00 CESSONE NON IMPONIBILE ART. 41 L. 513/92	Totale righe/Total rows:	Eur	237.000,00
			Sconto piede/Discount:	Eur	0,00
			Spese bolli/Stamps:	Eur	0,00
			Spese Incasso/Expences:	Eur	0,00
			Totale Imponibile/Taxable amount:	Eur	237.000,00
			Totale imposta/Tax amount:	Eur	0,00
			Totale fattura/Invoice total amount:	Eur	237.000,00

CONDIZIONI DI VENDITA / SALES TERMS			SCADENZE RATE / MATURITY DATES		
Tipo Pagamento/Payment Terms					
165	BANK S.W.I.F.T. 45 DAYS		15-05-21	Eur	237.000,00
Riferimenti Bancari/Bank Ref.					
Kartner Landes Und Hypotheknbank - Brescia					
ABI 3011 CAB 11200 CIN N C/C 000000000845					
IBAN IT81N03111200000000000845					
Resa/Delivery:					
Agente/Agent:					

Contributo Ambientale CONAI Assolto Ove Dovuto/Environmental Tribute Settled Where Required In Accordance with Italian Law


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C0767710262
Cap. Soc. € 100.000,00 i.v.



Spet.t.le / Mess.rs
DIV GRUPA LTD

BOBOVICA, 10 A
10430 SAMOBOR HR

FATTURA NR. / INVOICE NO

22/VUE

DEL / DATED

21-04-21

pag.n./page no 1

Cod. Cliente 000260 Partita Iva o cod. fiscale / Vat no HR 33890755814

Valuta/Currency EUR Commissa/Project HCM005

Note/Notes: PZ=PEZZI (PC,PIECES), KG=CHILOGRAMMI (KG,KILOGRAMS), ML=METRI LINEARI (LM,LINEAR METERS), MQ=METRI QUADR. (SQM,SQUARE METERS)

HYSEA SRL VAT IT00767710262

Riga Row	Codice articolo Item code	Descrizione Description	U.M. U.M.	Quantità Quantity	Prezzo Unit price	Sconto Discount	Importo Amount	Iva Vat
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REF. TO TURNKEY CONTRACT DATED 25/08/2020
FOR NEWBUILDING 485 JANSONIUS

20 110923 ART. 11.1.10 - 10TH INSTALMENT OF 5% 79.000,00 79.000,00 V441
OF TOTAL CONTRACT PRICE OF
1.580.000,00 UPON 15% OF THE WORKS
COMPLETENESS

PAYMENT BY BANK SWIFT AT 45 DAYS
FROM
THE END OF THE MONTH
BANK : INTESA SAN PAOLO SPA
ABI: 03069
CAB: 12080
C/C: 100000011493
IBAN: IT323L030691208010000011493

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00767710262
Cap. Soc. € 100.000,00 i.v.



Spett.le / Mess.rs
DIV GRUPA LTD

BOBOVICA, 10 A
10430 SAMOBOR HR

FATTURA NR. / INVOICE NO

22/VUE

DEL / DATED

21-04-21

pag.n./page no 2

Cod. Cliente 000260 Partita Iva o cod. fiscale / Vat no HR 33890755814

Valuta/Currency EUR Commessa/Project HCM005

Note/Notes: PZ=PEZZI (PC,PIECES), KG=CHILOGRAMMI (KG,KILOGRAMS), ML=METRI LINEARI (LM,LINEAR METERS), MQ=METRI QUADR. (SQM,SQUARE METERS)

HYSEA SRL VAT IT00767710262

Riga Row	Codice articolo Item code	Descrizione Description	U.M. U.M.	Quantità Quantity	Prezzo Unit price	Sconto Discount	Importo Amount	Iva Vat
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RIEPILOGHI IVA / VAT SUMMARY			TOTALI DOCUMENTO / TOTAL AMOUNTS		
Cod. Imponibile/Taxable	Imposta/Tax	Descrizione/Description			
V441	79.000,00	0,00 CESSIONE NON IMPONIBILE ART. 41 L. 513/92	Totale righe/Total rows:	Eur	79.000,00
			Sconto piede/Discount:	Eur	0,00
			Spese bolli/Stamps:	Eur	0,00
			Spese Incasso/Expences:	Eur	0,00
			Totale Imponibile/Taxable amount:	Eur	79.000,00
			Totale imposta/Tax amount:	Eur	0,00
			Totale fattura/Invoice total amount:	Eur	79.000,00

CONDIZIONI DI VENDITA / SALES TERMS			SCADENZE RATE / MATURITY DATES		
Tipo Pagamento/Payment Terms					
165 BANK S.W.I.F.T. 45 DAYS			15-06-21	Eur	79.000,00
Riferimenti Bancari/Bank Ref.					
Banca Intesa Spa - Treviso					
ABI 3069 CAB 12080 CIN Q C/C 100000011493					
IBAN IT32L0306912080100000011493					
Resa/Delivery:					
Agente/Agent:					

Contributo Ambientale CONAI Assolto Ove Dovuto/Environmental Tribute Settled Where Required In Accordance with Italian Law

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www.hysea.it
C.F. - P.IVA - Reg. Imprese TV:
00767710262
Cap. Soc. € 100.000,00 i.v.

Ovaj prijevod sastoji se od
5 listova / 2 stranice prijevoda
Br. ov.: 768-1/2022
Datum: 23. svibnja 2022.

*Ovjereni prijevod s talijanskog
i engleskog jezika*

Spett.le / Mess.rs
DIV GRUPA LTD

BOBOVICA, 10 A
10430 SAMOBOR HR

FATTURA NR. / INVOICE NO

10/VUE

DEL / DATED

10-05-22

pag.n./page no 1

Cod. Cliente 000260 Partita Iva o cod. fiscale / Vat no HR 33890755814 Valuta/Currency EUR Comessa/Project HCM004-0

Note/Notes: PZ=PEZZI (PC,PIECES), KG=CHILOGRAMMI (KG,KILOGRAMS), ML=METRI LINEARI (LM,LINEAR METERS), MQ=METRI QUADR. (SQM,SQUARE METERS)

HYSEA SRL VAT IT00767710262

Descrizione Description	U.M. U.M.	Quantità Quantity	Prezzo Unit price	Sconto Discount	Importo Amount	Iva Vat
***** TURNKEY CONTRACT DATED 10/02/2020, ANNEX NO. 1 SIGNED ON 21/05/2020 AND ANNEX NO. 2 SIGNED ON 02/02/2021 TK3 PUBLIC SPACES *****						
PRODUCTION OF WORKSHOP DOCUMENTATION, MATERIAL, DELIVERY, CONSTRUCTION, ASSEMBLY WORKS, TESTING AND COMMISSIONING OF THE PREMISES FOR NEWBUILDING 487 QUARK ON A TURNKEY BASIS			1.892.779,00		1.892.779,00	V441
***** TO DEDUCTION INVOICES ALREADY ISSUED: - NO. 1/VUE DATED 05/03/2020 - NO. 2/VUE DATED 21/04/2020 - NO. 3/VUE DATED 04/05/2020 - NO. 8/VUE DATED 13/07/2020 - NO. 12/VUE DATED 08/09/2020 - NO. 18/VUE DATED 30/10/2020 - NO. 19/VUE DATED 30/10/2020 - NO. 6/VUE DATED 30/01/2021 - NO. 8/VUE DATED 08/02/2021 - NO. 13/VUE DATED 24/02/2021 - NO. 15/VUE DATED 28/02/2021						
			-99.550,00		-99.550,00	V441
			-99.550,00		-99.550,00	V441
			-162.900,00		-162.900,00	V441
			-181.000,00		-181.000,00	V441
			-362.000,00		-362.000,00	V441
			-181.000,00		-181.000,00	V441
			-73.987,00		-73.987,00	V441
			-181.000,00		-181.000,00	V441
			-362.000,00		-362.000,00	V441
			-8.792,00		-8.792,00	V441
			-90.500,00		-90.500,00	V441

Spett.le / Mess.rs
DIV GRUPA LTD

BOBOVICA, 10 A
10430 SAMOBOR HR

DEL / DATED 10-05-22

pag.n./page no 2

FATTURA NR. / INVOICE NO

10/VUE

Partita Iva o cod. fiscale / Vat no HR 33890755814

Valuta/Currency EUR Comessa/Project HCM004-0

I. Cliente 000260

e/Notes: PZ=PEZZI (PC,PIECES), KG=CHILOGRAMMI (KG,KILOGRAMS), ML=METRI LINEARI (LM,LINEAR METERS), MQ=METRI QUADR. (SQM,SQUARE METERS)

EA SRL VAT IT00767710262

Codice articolo Item code	Descrizione Description	U.M. U.M.	Quantità Quantity	Prezzo Unit price	Sconto Discount	Importo Amount	Iva Vat
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RIEPILOGHI IVA / VAT SUMMARY		TOTALI DOCUMENTO / TOTAL AMOUNTS					
Imponibile/Taxable	Imposta/Tax	Descrizione/Description	Totale righe/Total rows:	Eur	90.500,00		
90.500,00	0,00	0,00 NON IMP. ART.41 DL331/93_INVERS.CONTABILE	Sconto piede/Discount:	Eur	0,00		
			Spese bolli/Stamps:	Eur	0,00		
			Spese Incasso/Expenses:	Eur	0,00		
			Totale Imponibile/Taxable amount:	Eur	90.500,00		
			Totale imposta/Tax amount:	Eur	0,00		
			Totale fattura/Invoice total amount:	Eur	90.500,00		

CONDIZIONI DI VENDITA / SALES TERMS

SCADENZE RATE / MATURITY DATES

10-05-22 Eur 90.500,00

Pagamento/Payment Terms

BANK S.W.I.F.T.

menti Bancari/Bank Ref.

redit Banca - Conegliano

2008 CAB 61624 CIN Q CIC 000105777849

IT83Q0200861624000105777849

Delivery:

nte/Agent:

Contributo Ambientale CONAI Assolto Ove Dovuto/Environmental Tribute Settled Where Required In Accordance with Italian Law



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00767710262
Cap. Soc. € 100.000,00 i.v.

/zaštitni znak društva **hysea**/

Primatelj:

BOBOVICA 10 A
10430 SAMOBOR (HR)

10/VUE

OD

10.5.2022

Stranica br. 1

OTB ili porezni broj: **HR 33890755814** Valuta **EUR** Narudžba: **HCM004-0**

Uzimajući u obzir da je l =linearnih metara, $č$ =četvornih metara, $čm$ =četvornih metara

Pred	Šifra	Opis	J.M.	Količina	Cijena	Popust	Iznos	PDV
		IZVJEŠTAJ "RAČUN U RUKU" OD 01.1.2021. P.P. LOG. BR. 1. POTPISAN 01.01.2020. 04.05.2020. 04.05.2020. POTPISAN 2.2.2021. TAK - 2018. PROSTORI GRADNJA DOKUMENTACIJE RADIONICE, VLAJET LAL. ISPORUKA, GRADNJA, MONTAŽA, SISTEMI, UREĐAJE, PUŠTANJE U RAD PROSTORA REC. UGRADNJE 487 QUARK PO SISTEMU "RAČUN U RUKU"						
2.	1109211	1. EC IZDANI RAČUNI:						
31	110922	BR. 1/VUE OD 5.3.2020.			-99.550,00		-99.550,00	V441
32	110923	BR. 2/VUE OD 21.4.2020.			-99.550,00		-99.550,00	V441
33	110923	BR. 3/VUE OD 4.5.2020.			-162.900,00		-162.900,00	V441
34	110923	BR. 8/VUE OD 13.7.2020.			-181.000,00		-181.000,00	V441
35	110923	BR. 12/VUE OD 8.9.2020.			-362.000,00		-362.000,00	V441
36	110923	BR. 18/VUE OD 30.10.2020.			-181.000,00		-181.000,00	V441
37	110923	BR. 19/VUE OD 30.10.2020.			-73.987,00		-73.987,00	V441
38	110923	BR. 6/VUE OD 30.1.2021.			-181.000,00		-181.000,00	V441
39	110923	BR. 8/VUE OD 8.2.2021.			-362.000,00		-362.000,00	V441
40	110923	BR. 13/VUE OD 24.2.2021.			-8.792,00		-8.792,00	V441
41	110923	BR. 15/VUE OD 28.2.2021.			-90.500,00		-90.500,00	V441

/zaštitni znak društva **hysea**/

Primatelj:
DIV GRUPA d.o.o.

BOBOVICA 10 A
10430 SAMOBOR (HR)

RAČUN BR.

10/VUE

OD

10.5.2022.

Stranica br. 2

Šifra klijenta: 000260 OIB ili porezni broj: HR 33890755814 Valuta EUR Narudžba: HCM004-0

Bilješke: kom=komada, kg=kilograma, lm=linearnih metara, čm=četvornih metara

HYSEA SRL – OIB: IT00767710262

Red	Šifra artikla	Opis	J.M.	Količina	Cijena	Popust	Iznos	PDV
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SAŽETAK PDV-a				UKUPNI IZNOSI DOKUMENTA				
Šifra	Oporezivo	Porez	Opis	Ukupno redaka:	90.500,00	EUR		
V441	90.500,00	0,00	Nije oporezivo prema čl. 41. Zakonodavne uredbe br. 331/93_prijenos porezne obveze	Popust:	0,00	EUR		
Ukupno:	181.000,00	0,00		Državni biljezi:	0,00	EUR		
				Troškovi:	0,00	EUR		
				Ukupno oporezivo:	90.500,00	EUR		
				Ukupno porez:	0,00	EUR		
				Ukupno račun:	90.500,00	EUR		

UVJETI PRODAJE	DOSPIJEĆE OBROKA
Vrsta plaćanja: 82 BANKOVNA DOZNAKA SWIFT	10.5.2022. 90.500,00 EUR
Bankovni podaci Unicredit Banca – Conegliano ABI 2008 CAB 61624 CIN Q TEKUĆI RČ. 000105777849 IBAN IT83Q0200861624000105777849	
Dostava: Agent:	
Uagnada za okoliš CONAI podmirena ako je potrebno.	

sea Srl
Palù 34
100 San Vendemiano
talija
1918700
1918701

info@hysea.it
www.hysea.it
Porezni broj – OIB – Upis u Sudski registar TV:
00767710262
Temeljni kapital u cijelosti uplaćen: 100.000,00

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

Ivana Jugovac, mag.

Ovaj prijevod sastoji se od
5 listova / 2 stranice prijevoda
Br. ov.: 768-2/2022
Datum: 23. svibnja 2022.

*Ovjereni prijevod s talijanskog
i engleskog jezika*



Spett.le / Mess.rs
DIV GRUPA LTD

BOBOVICA, 10 A
10430 SAMOBOR HR

FATTURA NR. / INVOICE NO

11/VUE

DEL / DATED

10-05-22

pag.n./page no 1

cc. Cliente 000260 Partita Iva o cod. fiscale / Vat no HR 33890755814 Valuta/Currency EUR Commissa/Project HCM004-0

ote/Notes: PZ=PEZZI (PC,PIECES), KG=CHILOGRAMMI (KG,KILOGRAMS), ML=METRI LINEARI (LM,LINEAR METERS), MQ=METRI QUADR. (SQM,SQUARE METERS)

YSEA SRL VAT IT00767710262

ga	Codice articolo Item code	Descrizione Description	U.M. U.M.	Quantità Quantity	Prezzo Unit price	Sconto Discount	Importo Amount	Iva Vat
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TURNKEY CONTRACT SIGNED ON 04/05/2020
AND ANNEX NO. 1 SIGNED ON 02/02/2021
TK2 RESTAURANT READY ROOM

10-05-2022	PRODUCTION OF WORKSHOP DOCUMENTATION, MATERIAL, DELIVERY, CONSTRUCTION, ASSEMBLY WORKS, TESTING AND COMMISSIONING OF THE PREMISES FOR NEWBUILDING 487 QUARK ON A TURNKEY BASIS	1.215.445,00	1.215.445,00	V441
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TO DEDUCTION INVOICES ALREADY
ISSUED:

- NO. 4/VUE DATED 12/06/2020	-57.850,00	-57.850,00	V441
- NO. 5/VUE DATED 12/06/2020	-57.850,00	-57.850,00	V441
- NO. 6/VUE DATED 25/06/2020	-115.700,00	-115.700,00	V441
- NO. 10/VUE DATED 31/07/2020	-115.700,00	-115.700,00	V441
- NO. 13/VUE DATED 08/09/2020	-231.400,00	-231.400,00	V441
- NO. 15/VUE DATED 30/09/2020	-115.700,00	-115.700,00	V441
- NO. 20/VUE DATED 30/10/2020	-44.513,00	-44.513,00	V441
- NO. 7/VUE DATED 30/01/2021	-115.700,00	-115.700,00	V441
- NO. 9/VUE DATED 08/02/2021	-231.400,00	-231.400,00	V441
- NO. 14/VUE DATED 24/02/2021	-13.932,00	-13.932,00	V441
- NO. 16/VUE DATED 28/02/2021	-57.850,00	-57.850,00	V441

Spett.le / Mess.rs
DIV GRUPA LTD

BOBOVICA, 10 A
10430 SAMOBOR HR

FATTURA NR. / INVOICE NO

11/VUE

DEL / DATED

10-05-22

pag.n./page no 2

3. Cliente 000260 Partita Iva o cod. fiscale / Vat no HR 33890755814

Valuta/Currency EUR Commesssa/Project HCM004-0

ts/Notes: PZ=PEZZI (PC PIECES), KG=CHILOGRAMMI (KG.KILOGRAMS), ML=METRI LINEARI (LM,LINEAR METERS), MQ=METRI QUADR. (SQM,SQUARE METERS)

SBI VAT IT00767710262

Codice articolo Item code	Descrizione Description	U.M. U.M.	Quantità Quantity	Prezzo Unit price	Sconto Discount	Importo Amount	Iva Vat
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RIEPILOGHI IVA / VAT SUMMARY			TOTALI DOCUMENTO / TOTAL AMOUNTS		
Imponibile/Taxable	Imposta/Tax	Descrizione/Description			
57.850,00	0,00	NON IMP. ART.41 DL331/93_INVERSA CONTABILE	Totale righe/Total rows:	Eur	57.850,00
			Sconto piede/Discount:	Eur	0,00
			Spese bolli/Stamps:	Eur	0,00
			Spese Incasso/Expences:	Eur	0,00
			Totale Imponibile/Taxable amount:	Eur	57.850,00
			Totale imposta/Tax amount:	Eur	0,00
Totale fattura/Invoice total amount:			Eur	57.850,00	
57.850,00	0,00				

CONDIZIONI DI VENDITA / SALES TERMS	SCADENZE RATE / MATURITY DATES
Pagamento/Payment Terms	10-05-22
BANK S.W.I.F.T.	Eur
menti Bancari/Bank Ref.	57.850,00
Bank - Conegliano	
008 CAB 61624 CIN Q C/C 000105777849	
IT83Q0200861624000105777849	
Delivery:	
e/Agent:	

tribute Ambientale CONAI Assalto Ove Provato/Environmental Tribute Settled Where Required In Accordance with Italian Law

Hysea Srl
Via Polù 34
31020 San Vendemiano
TV Italy
P +39 0438 1918700
F +39 0438 1918701

Reg. Imprese TV
100.000,00 lv.

/zaštitni znak društva **hysea**/

Primatelj:
DIV GRUPA d.o.o.

BOBOVICA 10 A
10430 SAMOBOR (HR)

RAČUN BR.

11/VUE

OD

10.5.2022.

Stranica br. 1

Šifra klijenta: 000260 OIB ili porezni broj: HR 33890755814 Valuta EUR Narudžba: HCM004-0

Bilješke: kom=komada, kg=kilograma, lm=linearnih metara, čm=četvornih metara

HYSEA SRL – OIB: IT00767710262

Red	Šifra artikla	Opis	J.M.	Količina	Cijena	Popust	Iznos	PDV
UGOVOR TIPO „KLJUČ U RUKE“ OD 4.5.2020, I PRILOG BR. 1 POTPISAN 2.2.2021. TK3 – GOTOV PROSTORIJA RESTORANA								
20	260102	IZRADA DOKUMENTACIJE RADIONICE, MATERIJAL, ISPORUKA, GRADNJA, MONTAŽA, ISPITIVANJE I PUŠTANJE U RAD PROSTORA NOVOGRADNJE 487 QUARK PO SISTEMU „KLJUČ U RUKE“			1.215.445,00		1.215.445,00	V441
VEĆ IZDANI RAČUNI:								
30	110922	BR. 4/VUE OD 12.6.2020.			-57.850,00		-57.850,00	V441
40	110923	BR. 5/VUE OD 12.6.2020.			-57.850,00		-57.850,00	V441
50	110923	BR. 6/VUE OD 25.6.2020.			-115.700,00		-115.700,00	V441
60	110923	BR. 10/VUE OD 31.7.2020.			-115.700,00		-115.700,00	V441
70	110923	BR. 13/VUE OD 8.9.2020.			-231.400,00		-231.400,00	V441
80	110923	BR. 15/VUE OD 30.9.2020.			-115.700,00		-115.700,00	V441
85	110923	BR. 20/VUE OD 30.10.2020.			-44.513,00		-44.513,00	V441
90	110923	BR. 7/VUE OD 30.1.2021.			-115.700,00		-115.700,00	V441
100	110923	BR. 9/VUE OD 8.2.2021.			-231.400,00		-231.400,00	V441
110	110923	BR. 14/VUE OD 24.2.2021.			-13.932,00		-13.932,00	V441
120	110923	BR. 16/VUE OD 28.2.2021.			-57.850,00		-57.850,00	V441

/zaštitni znak društva **hysea**/

Primatelj:
DIV GRUPA d.o.o.

BOBOVICA 10 A
10430 SAMOBOR (HR)

RAČUN BR.

11/VUE

OD

10.5.2022.

Stranica br. 2

Šifra klijenta: **000260** OIB ili porezni broj: **HR 33890755814** Valuta **EUR** Narudžba: **HCM004-0**

Bilješke: kom=komada, kg=kilograma, lm=linearnih metara, čm=četvornih metara

HYSEA SRL – OIB: IT00767710262

Red	Šifra artikla	Opis	J.M.	Količina	Cijena	Popust	Iznos	PDV
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SAŽETAK PDV-a				UKUPNI IZNOSI DOKUMENTA				
Šifra	Oporezivo	Porez	Opis	Ukupno redaka:	57.850,00	EUR		
V441	57.850,00	0,00	Nije oporezivo prema čl. 41. Zakonodavne uredbe br. 331/93_prijenos porezne obveze	Popust:	0,00	EUR		
Ukupno:	57.850,00	0,00		Državni biljezi:	0,00	EUR		
				Troškovi:	0,00	EUR		
				Ukupno oporezivo:	57.850,00	EUR		
				Ukupno porez:	0,00	EUR		
				Ukupno račun:	57.850,00	EUR		
UVJETI PRODAJE				DOSPIJEĆE OBROKA				
Vrsta plaćanja:	10.5.2022.			57.850,00 EUR				
82 BANKOVNA DOZNAKA SWIFT								
Bankovni podaci								
Unicredit Banca – Conegliano								
ABI 2008 CAB 61624 CIN Q TEKUĆI RČ. 000105777849								
IBAN IT83Q0200861624000105777849								
Dostava:								
Agent:								
Naknada za okoliš CONAI podmirena ako je potrebno.								

Hysea Srl
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1020 San Vendemiano
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info@hysea.it
www.hysea.it
Porezni broj – OIB – Upis u Sudski registar TV:
00767710262
Temeljni kapital u cijelosti uplaćen: 100.000,00

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

23. svibnja 2022.
768-2/2022

Ivana Jugovac, mag.

Ovaj prijevod sastoji se od
5 listova / 2 stranice prijevoda
Br. ov.: 768-3/2022
Datum: 23. svibnja 2022.

*Ovjereni prijevod s talijanskog
i engleskog jezika*

Spett.le / Mess.rs
DIV GRUPA LTD

BOBOVICA, 10 A
10430 SAMOBOR HR

FATTURA NR. / INVOICE NO

12/VUE

DEL / DATED

10-05-22

pag.n./page no 1

ente 000260 Partita Iva o cod. fiscale / Vat no HR 33890755814

Valuta/Currency EUR Comessa/Project HCM0640

Notes: PZ=PEZZI (PC,PIECES), KG=CHILOGRAMMI (KG,KILOGRAMS), ML=METRI LINEARI (LM,LINEAR METERS), MQ=METRI QUADR. (SQM,SQUARE METERS)

SRL VAT IT00767710262

Codice articolo Item code	Descrizione Description	U.M. U.M.	Quantità Quantity	Prezzo Unit price	Sconto Discount	Importo Amount

TURNKEY CONTRACT SIGNED ON 31/08/2020						
FIXED FURNITURES						

160102	PRODUCTION OF WORKSHOP DOCUMENTATION, MATERIAL, DELIVERY, CONSTRUCTION, ASSEMBLY WORKS, TESTING AND COMMISSIONING OF FURNITURE FOR NEWBUILDING 487 QUARK ON A TURNKEY BASIS			140.000,00		140.000,00
TO DEDUCTION INVOICES ALREADY ISSUED:						
- 110922	- NO. 17/VUE DATED 16/10/2020			-56.000,00		-56.000,00
- 110923	- NO. 4/VUE DATED 14/01/2021			-56.000,00		-56.000,00
- 110923	- NO. 10/VUE DATED 08/02/2021			-14.000,00		-14.000,00

Spett.le / Mess.rs
DIV GRUPA LTD

BOBOVICA, 10 A
10430 SAMOBOR HR

FATTURA NR. / INVOICE NO

12/VUE

DEL / DATED

10-05-22

pag.n./page no 2

Cliente 000260 Partita Iva o cod. fiscale / Vat no HR 33890755814 Valuta/Currency EUR Commissa/Project HCM004-0

Note/Notes: PZ=PEZZI (PC,PIECES), KG=CHILOGRAMMI (KG,KILOGRAMS), ML=METRI LINEARI (LM,LINEAR METERS), MQ=METRI QUADR. (SQM,SQUARE METERS)

SEA SRL VAT IT00767710262

ga	Codice articolo Item code	Descrizione Description	U.M. U.M.	Quantità Quantity	Prezzo Unit price	Sconto Discount	Importo Amount	Vat
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RIEPILOGHI IVA / VAT SUMMARY

Imponibile/Taxable	Imposta/Tax	Descrizione/Description
14.000,00	0,00	NON IMP. ART.41 DL331/93_INVERSA CONTABILE
14.000,00	0,00	

TOTALI DOCUMENTO / TOTAL AMOUNTS

Totale righe/Total rows:	Eur	14.000,00
Sconto piede/Discount:	Eur	0,00
Spese bolli/Stamps:	Eur	0,00
Spese Incasso/Expences:	Eur	0,00
Totale Imponibile/Taxable amount:	Eur	14.000,00
Totale imposta/Tax amount:	Eur	0,00
Totale fattura/Invoice total amount:	Eur	14.000,00

CONDIZIONI DI VENDITA / SALES TERMS

Payment Terms
BANK S.W.I.F.T.

Conti Bancari/Bank Ref.

Banca - Conegliano

CAB 61624 CIN Q C/C 000105777849

3Q0200861624000105777849

Delivery:

Payment:

SCADENZE RATE / MATURITY DATES

10-05-22	Eur	14.000,00
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Ambientale CONAI Assolto Ove Dovuto/Environmental Tribute Settled Where Required In Accordance with Italian Law

Imprese TV:
100.000,00 I.v.

/zaštitni znak društva **hysea**/

Primatelj:
DIV GRUPA d.o.o.

BOBOVICA 10 A
10430 SAMOBOR (HR)

BR.

12/VUE

OD

10.5.2022.

Stranica br. 1

Cljent: 000260 OIB ili porezni broj: HR 33890755814 Valuta EUR Narudžba: HCM004-0

Ukazke: kom=komada, kg=kilograma, lm=linearnih metara, čm=četvornih metara

hySEA SRL – OIB: IT00767710262

Red	Šifra artikla	Opis	J.M.	Količina	Cijena	Popust	Iznos	PDV
UGOVOR TIPO „KLUČ U RUKE“ POTPISAN 31.8.2020., FIKSNI NAMJEŠTAJ								
260102 IZRADA DOKUMENTACIJE RADIONICE, MATERIJAL, ISPORUKA, GRADNJA, MONTAŽA, ISPITIVANJE I PUŠTANJE U RAD NAMJEŠTAJA ZA NOVOGRADNU 487 QUARK PO SISTEMU „KLUČ U RUKE“								
VEĆ IZDANI RAČUNI:								
50	110922	BR. 17/VUE OD 16.10.2020.			140.000,00		140.000,00	V441
50	110923	BR. 4/VUE OD 14.1.2021.			-56.000,00		-56.000,00	V441
70	110923	BR. 10/VUE OD 8.2.2021.			-56.000,00		-14.000,00	V441
					-14.000,00			

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Via Palù 34
20120 San Vendemiano
Italy
+39 0438 1918700
+39 0438 1918701

info@hysea.it
www.hysea.it
Porezni broj – OIB – Upis u Sudski registar TV:
00767710262
Temeljni kapital u cijelosti uplaćen: 100.000,00

/zaštitni znak društva **hysea**/

Primatelj:
DIV GRUPA d.o.o.

BOBOVICA 10 A
10430 SAMOBOR (HR)

RAČUN BR.

12/VUE

OD

10.5.2022.

Stranica br. 2

Šifra klijenta: **000260** OIB ili porezni broj: **HR 33890755814** Valuta **EUR** Narudžba: **HCM004-0**

Bilješke: kom=komada, kg=kilograma, lm=linearnih metara, čm=četvornih metara

HYSEA SRL – OIB: IT00767710262

Red	Šifra artikla	Opis	J.M.	Količina	Cijena	Popust	Iznos	PDV
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SAŽETAK PDV-a				UKUPNI IZNOSI DOKUMENTA				
Šifra V441	Oporezivo 14.000,00	Porez 0,00	Opis Nije oporezivo prema čl. 41. Zakonodavne uredbe br. 331/93_prijenos porezne obveze	Ukupno redaka:	14.000,00	EUR		
				Popust:	0,00	EUR		
				Državni biljezi:	0,00	EUR		
				Troškovi:	0,00	EUR		
				Ukupno oporezivo:	14.000,00	EUR		
				Ukupno porez:	0,00	EUR		
				Ukupno račun:	14.000,00	EUR		

UVJETI PRODAJE		DOSPIJEĆE OBROKA	
Vrsta plaćanja: 82 BANKOVNA DOZNAKA SWIFT Bankovni podaci Unicredit Banca – Conegliano ABI 2008 CAB 61624 CIN Q TEKUĆI RČ. 000105777849 IBAN IT83Q0200861624000105777849 Dostava: Agent:		10.5.2022.	14.000,00 EUR

Naknada za okoliš CONAI podmirena ako je potrebno.

Hysea Srl
Via Palù 34
31020 San Vendemiano
(TV) Italija
T. +39 0438 1918700
F. +39 0438 1918701

info@hysea.it
www.hysea.it
Porezni broj – OIB – Upis u Sudski registar TV:
00767710262
Temeljni kapital u cijelosti uplaćen: 100.000,00

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

grad, 23. svibnja 2022.
Br. ov.: 768-3/2022

Ivana Jugovac, mag.

INFORMATIVNI IZRAČUN GLAVNICE I KAMATA U HRK I EUR

Broj računa	Datum računa	Iznos računa u EUR	Datum dospeća	Iznos kamata u EUR* (do 23.05.2022.)	Iznos računa u HRK (po sr. teč. od datuma računa)	Iznos kamata u HRK (po sr. teč. od 23.05.2022.)
4	14.1.2021	56.000,00	15.3.2021	3.329,32	424.198,82	25.091,53
6	30.1.2021	181.000,00		10.760,82	1.367.923,97	81.099,26
7		115.700,00		6.878,60	874.413,28	51.840,79
8		362.000,00		19.984,38	2.738.479,32	150.612,92
9	8.2.2021	231.400,00		12.774,55	1.750.508,60	96.275,80
10		14.000,00		772,88	105.908,04	5.824,83
13	24.2.2021	8.792,00	15.4.2021	485,37	66.591,17	3.658,01
14		13.932,00		769,12	105.521,86	5.796,50
15	28.2.2021	90.500,00		4.996,10	686.192,45	37.653,27
16		57.850,00		3.193,64	438.632,41	24.068,97
17	16.3.2021	237.000,00	15.5.2021	12.109,72	1.798.095,06	91.265,29
22	21.4.2021	79.000,00	15.6.2021	3.701,10	597.767,09	27.893,46
UKUPNO		1.447.174,00		79.755,60	10.954.232,08	601.080,63

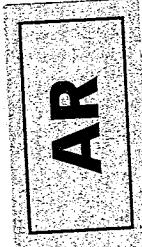
Srednji tečaj HNB-a	
14.1.2021	7,574979
30.1.2021	7,557591
8.2.2021	7,564886
24.2.2021	7,574064
28.2.2021	7,582237
16.3.2021	7,586899
21.4.2021	7,566672
10.5.2022	7,533299
23.5.2022	7,536532

GL. + KMT. U EUR	1.526.929,60
GL. + KMT. U HRK	11.555.312,71

* obzirom se na ugovor primjenjuje švicarsko pravo, izračun kamata je izvršen po švicarskoj stopi od 5%



R



FINANCIJSKA AGENCIJA
R.S.
16.05.2022
10000 ZAGREB