

### Obrazac 3.

**FINANCIJSKA AGENCIJA**

OIB: 85821130368

Mažuranićevo šetalište 24B

21000 Split

Hrvatska(Croatia)

(adresa nadležne jedinice)

**FINANCIJSKA AGENCIJA**  
RC SPLIT

1

21-06-2022

PREDSTEČAJNE NAGODBE  
PRIMANJE I OTPREMA POŠTEKLASA 122-1/22-26/52  
07-02-22-279

Nadležni trgovački sud \_ Trgovački sud u Splitu

Poslovni broj spisa \_ St-273/2022 \_\_\_\_\_

**PRIJAVA TRAZBINE VJEROVNIKA U PREDSTEČAJNOM POSTUPKU****PODACI O VJEROVNIKU:**

Ime i prezime / tvrtka ili naziv \_ Doedijns B.V. \_\_\_\_\_

OIB \_ 34139835 \_\_\_\_\_

Adresa / sjedište

Bleiswijkseweg 51, 2712 PB, Zoetermeer, The Netherlands \_\_\_\_\_

**PODACI O DUŽNIKU:**

Ime i prezime / tvrtka ili naziv Brodograđevna Industrija Split dioničko društvo

OIB \_ 18556905592 \_\_\_\_\_

Adresa / sjedište \_ Put Supavla 21, 21000 Split

**PODACI O TRAZBINI:**

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

**Contract (contract no Q – 23079 for purchase and sale of ‘helicopter refueling system’ for NB 487)** \_\_\_\_\_

Iznos dospjele tražbine \_ 239.712 \_\_\_\_\_ (kn)

Glavnica \_\_\_\_\_ (kn)

Kamate \_ 24.139 \_\_\_\_\_ (kn)

Iznos tražbine koja dopijeva nakon otvaranja predstečajnog postupka  
\_\_\_\_\_ 263.851 \_\_\_\_\_ (kn)

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

\_ Invoices no 55930, 55931, 56573, 56571

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

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Dio imovine na koji se odnosi izlučno pravo

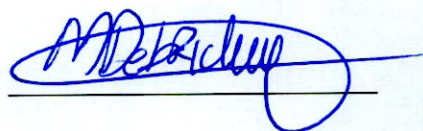
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Izlučni vjerovnik pristaje da se izdvoji predmet na koji se odnosi njegovo izlučno pravo radi provedbe plana restrukturiranja ~~PRISTAJEM~~ / NE PRISTAJEM

Mjesto i datum

Zaeter mææ , 16 June 2022

Potpis vjerovnika



Doedijns B.V. (also tradename  
Sypack)

Martin Debrichy

Legal Counsel



## INVOICE

Invoice: 56573 Page: 1 / 1

**Invoice Date:** 2-3-2021

**Terms:** 30 Days

**Due Date:** 1-4-2021

**Your Ref.:** Q-23079

**Order Number:** 106402

**Order Date:** 31-8-2018

**Customer Number:** 10000853

**Ship Date:**

**Incoterms:** Delivered at Place

**Ship Via:** To be decided

**Invoice address:**

Brodogradevna Industrija Split  
 dioničko društvo  
 Put Supavla 21  
 Split 21000  
 Croatia

**Delivery address:**

Brodogradevna Industrija Split  
 dioničko društvo  
 Put Supavla 21  
 Split 21000  
 Croatia

**Contact Person:**

Patrick de Brabander  
 Patrick.deBrabander@doedijns.com

**VAT-number:** HR18556905592

Project ID : 10212 / HO-4820 -Milestone invoice # 4 : 5% of the additional/meerwerk line Price of EUR 8.310,00 , the buyer will pay after successfully performed performed commissioning of the Equipment, but in any event no later than 28.02.2021

Line	Part Number/Description	Revision	Quantity	Unit Price	Net Price
1	9MEERWERK		1,00	EUR 8.310,00	EUR 415,50
	As per Price Amendment according to Annex no.1 of Contract Q-23079 from June 2nd 2020				

**Lines subtotal:** EUR 415,50

**Tax:** EUR 0,00

**Total:** EUR 415,50

EU intra-community supply, 0% VAT

VAT zero-rated intra-community supply of goods following article 138 Directive 2006/112/EC

**PLEASE UPDATE OUR BANK ACCOUNT DETAILS:**

ING Bank, Amsterdamse Poort Bijlmerplein 888, NL-1102 MG Amsterdam  
 IBAN (EUR): NL86 INGB 0006 2336 32 - IBAN (USD): NL59 INGB 0020 2142 43  
 SWIFT Code: INGBNL2A - Owner of these accounts: Doedijns BV

## INVOICE

Invoice: 56571 Page: 1 / 1

**Invoice Date:** 2-3-2021

**Terms:** 30 Days

**Due Date:** 1-4-2021

**Your Ref.:** Q-23079

**Order Number:** 106402

**Order Date:** 31-8-2018

**Customer Number:** 10000853

**Ship Date:**

**Incoterms:** Delivered at Place

**Ship Via:** To be decided

**Invoice address:**

Brodogradevna Industrija Split  
 dioničko društvo  
 Put Supavla 21  
 Split 21000  
 Croatia

**Delivery address:**

Brodogradevna Industrija Split  
 dioničko društvo  
 Put Supavla 21  
 Split 21000  
 Croatia

**Contact Person:**

Patrick de Brabander  
 Patrick.deBrabander@doedijns.com

**VAT-number:** HR18556905592

Project ID : 10212 / HO-4820 - Milestone invoice # 4 : 5% of the main Contract Price of EUR 198.000,00 , the buyer will pay after successfully performed performed commissioning of the Equipment, but in any event no later than 28.02.2021

Line	Part Number/Description	Revision	Quantity	Unit Price	Net Price
1	9503188 Refuelling system - NB487 - HO- 4820 Country Of Origin: Netherlands This order includes : - DNV Certification. - Lot commissioning Spare Parts. - FAT test with A1-Jet Fuel. - Lot documentation. - DAP Delivery Brodosplit, Croatia. - 3 days start up and commissioning at Brodosplit yard, Croatia. - Valve and instrument package for the main fuel tank. - 1500 liter defuel tank integrated under the pump skid, with all the required remote valves and instrumentation. - Valve automation on the skids complete with control interface from the control panels.		1,00	EUR 198.000,00	EUR 9.900,00

**Lines subtotal:** EUR 9.900,00

**Tax:** EUR 0,00

**Total:** EUR 9.900,00

EU intra-community supply, 0% VAT

VAT zero-rated intra-community supply of goods following article 138 Directive 2006/112/EC

**PLEASE UPDATE OUR BANK ACCOUNT DETAILS:**

ING Bank, Amsterdamse Poort Bijlmerplein 888, NL-1102 MG Amsterdam  
 IBAN (EUR): NL86 INGB 0006 2336 32 - IBAN (USD): NL59 INGB 0020 2142 43  
 SWIFT Code: INGBNL2A - Owner of these accounts: Doedijns BV

**Sypack**

Statutory name:  
 Doedijns BV

Bleiswijkseweg 51  
 2712 PB Zoetermeer  
 The Netherlands

T +31 (0)79 740 00 20  
 info@sypack.nl  
 www.sypack.nl

IBAN (EUR) NL86INGB0006233632  
 IBAN (USD) NL59INGB0020214243  
 SWIFT INGBNL2A

Trade reg. no. 34139835  
 VAT no. NL809086438B01



## INVOICE

Invoice: 55930 Page: 1 / 1

**Invoice Date:** 17-2-2021

**Terms:** 30 Days

**Due Date:** 19-3-2021

**Your Ref.:** Q-23079

**Order Number:** 106402

**Order Date:** 31-8-2018

**Customer Number:** 10000853

**Ship Date:**

**Incoterms:** Delivered at Place

**Ship Via:** To be decided

**Invoice address:**

Brodogradevna Industrija Split  
 dioničko društvoPut Supavla 21  
 Split 21000  
 Croatia

**Delivery address:**

Brodogradevna Industrija Split  
 dioničko društvoPut Supavla 21  
 Split 21000  
 Croatia

**Contact Person:**

Patrick de Brabander  
 Patrick.deBrabander@doedijns.com

**VAT-number:** HR18556905592

Project ID : 10212 / HO-4820 - Milestone invoice # 3 : 10% of the main Contract Price of EUR 198.000,00 , the buyer will pay after successfully performed acceptance of the Equipment. Please see attached Packing List.

Line	Part Number/Description	Revision	Quantity	Unit Price	Net Price
1	9503188 Refuelling system - NB487 - HO- 4820 Country Of Origin: Netherlands This order includes : - DNV Certification. - Lot commissioning Spare Parts. - FAT test with A1-Jet Fuel. - Lot documentation. - DAP Delivery Brodosplit, Croatia. - 3 days start up and commissioning at Brodosplit yard, Croatia. - Valve and instrument package for the main fuel tank. - 1500 liter defuel tank integrated under the pump skid, with all the required remote valves and instrumentation. - Valve automation on the skids complete with control interface from the control panels.		1,00	EUR 198.000,00	EUR 19.800,00

**Lines subtotal:** EUR 19.800,00

**Tax:** EUR 0,00

**Total:** EUR 19.800,00

EU intra-community supply, 0% VAT

VAT zero-rated intra-community supply of goods following article 138 Directive 2006/112/EC

**PLEASE UPDATE OUR BANK ACCOUNT DETAILS:**

ING Bank, Amsterdamse Poort Bijlmerplein 888, NL-1102 MG Amsterdam  
 IBAN (EUR): NL86 INGB 0006 2336 32 - IBAN (USD): NL59 INGB 0020 2142 43  
 SWIFT Code: INGBNL2A - Owner of these accounts: Doedijns BV

**Ship To:**

BRODOGRADEVNA INDUSTRIJA  
SPLIT D.D.  
PUT SUPAVLA 21  
SPLIT 21000  
CROATIA

**Sold To:**

BRODOGRADEVNA INDUSTRIJA  
SPLIT D.D.  
PUT SUPAVLA 21  
SPLIT 21000  
CROATIA

SO: 106402

Doc no.: 4820-N02-001

**Ship Via:** Road freight

**Ship Date: TBD**

Line	Part Number	Revision	Quantity
1	9503188		1.00 ea

Refuelling system - NB487 - HO- 4820  
Delivery term: DAP Split Croatia

Consisting of:

Item 1A: 1x Dispenser Skid A 200156 ¥¥

Item 1B: 1x Dispenser Skid B 20015648

Item 1C: 1x Pump Skid 200/56 7.9

Item 1D: 1x Defuel Tank 20015679

Item 1E: 1x Motor Starter Panel + 1x Bunker Panel

Item 1F: Loose supplied items:

- 2x Flame arrester 3" 20015685?
- PVRV 3" - 20015685 x 2
- Pressure transmitter incl. flange 044
- Level transmitter incl. flange and accessories 045
- Actuated ball valve SV009 + check valve 20015682
- Actuated ball valve SV010 + check valve
- Sample valve assembly: ball valve + flange + pipe nipple + sample valve + adapter/dustcap - 20015683
- Bunker station: Ball Valve + Check valve + Quick connect - 20015681
- 2x Underwing Nozzle 1
- 2x Defuel spout 2
- 2x Set of filters for Helicopter refueling system 3
- 4x Syringe 4
- 4x Sample Jar c/w basket 5
- Lot Cable Glands 6

HS-code: 84131100

### Packaging Information

Delivery Term: DAP Split Croatia

### Dimensions and Weight:

Pallet Item 1A:	170 x 140 x 190 cm	Gross weight	550 kg,	Net weight	475 kg
Pallet Item 1B:	170 x 140 x 190 cm	Gross weight	550 kg,	Net weight	475 kg
Pallet Item 1C:	240 x 160 x 180 cm	Gross weight	1450 kg,	Net weight	1320 kg
Pallet Item 1D:	160 x 120 x 180 cm	Gross weight	700 kg,	Net weight	630 kg
Crate Item 1E:	129 x 87 x 73 cm	Gross weight	186 kg,	Net weight	140 kg
Crate Item 1F:	129 x 87 x 79 cm	Gross weight	297 kg,	Net weight	250 kg

[illegible]

Sypack  
Statutory name  
**Doedijns BV**

Blerwijkseweg 51  
2712 AB Zoetermeer,  
The Netherlands

T +31 (0)79 740 00 20  
info@sypack.nl  
www.sypack.nl

IBAN (EUR) NL86  
IBAN (USD) NL50  
SWIFT INGBNL21



## INVOICE

Invoice: 55931 Page: 1 / 1

**Invoice Date:** 17-2-2021

**Terms:** 30 Days

**Due Date:** 19-3-2021

**Your Ref.:** Q-23079

**Order Number:** 106402

**Order Date:** 31-8-2018

**Customer Number:** 10000853

**Ship Date:**

**Incoterms:** Delivered at Place

**Ship Via:** To be decided

**Invoice address:**

Brodogradevna Industrija Split  
 dioničko društvo  
 Put Supavla 21  
 Split 21000  
 Croatia

**Delivery address:**

Brodogradevna Industrija Split  
 dioničko društvo  
 Put Supavla 21  
 Split 21000  
 Croatia

**Contact Person:**

Patrick de Brabander  
 Patrick.deBrabander@doedijns.com

**VAT-number:** HR18556905592

Project ID : 10212 / HO-4820 - Milestone invoice # 3 : 10% of the additional/meerwerk line Price of EUR 8.310,00 , the buyer will pay after successfully performed acceptance of the Equipment. Please see attached Packing List.

Line	Part Number/Description	Revision	Quantity	Unit Price	Net Price
1	9MEERWERK		1,00	EUR 8.310,00	EUR 831,00
	As per Price Amendment according to Annex no.1 of Contract Q-23079 from June 2nd 2020				

**Lines subtotal:** EUR 831,00

**Tax:** EUR 0,00

**Total:** EUR 831,00

EU intra-community supply, 0% VAT

VAT zero-rated intra-community supply of goods following article 138 Directive 2006/112/EC

**PLEASE UPDATE OUR BANK ACCOUNT DETAILS:**

ING Bank, Amsterdamse Poort Bijlmerplein 888, NL-1102 MG Amsterdam  
 IBAN (EUR): NL86 INGB 0006 2336 32 - IBAN (USD): NL59 INGB 0020 2142 43  
 SWIFT Code: INGBNL2A - Owner of these accounts: Doedijns BV

1.2.  
**SYPACK**

HYDRAULICS GROUP

Packing List

Ship To:

BRODOGRADEVNA INDUSTRIJA  
SPLIT D.D.  
PUT SUPAVLA 21  
SPLIT 21000  
CROATIA

Sold To:

BRODOGRADEVNA INDUSTRIJA  
SPLIT D.D.  
PUT SUPAVLA 21  
SPLIT 21000  
CROATIA

SO: 106402

Doc no.: 4820-N02-001

Ship Via: Road freight

Ship Date: TBD

Line	Part Number	Revision	Quantity
1	9503188		1,00 ea

Refuelling system - NB487 - HO- 4820  
Delivery term: DAP Split Croatia

Consisting of:

- Item 1A: 1x Dispenser Skid A 20015644  
Item 1B: 1x Dispenser Skid B 20015648  
Item 1C: 1x Pump Skid 20015679  
Item 1D: 1x Defuel Tank 20015679  
Item 1E: 1x Motor Starter Panel + 1x Bunker Panel 20018547 + 20018548  
Item 1F: Loose supplied items:  
- 2x Flame arrester 3" 20015685?  
- PVRV 3" - 20015685 x 2  
- Pressure transmitter incl. flange 044  
- Level transmitter incl. flange and accessories 045  
- Actuated ball valve SV009 + check valve 20015682  
- Actuated ball valve SV010 + check valve  
- Sample valve assembly: ball valve + flange + pipe nipple + sample valve + adapter/dustcap - 20015683  
- Bunker station: Ball Valve + Check valve + Quick connect - 20015681  
- 2x Underwing Nozzle 1  
- 2x Defuel spout 2  
- 2x Set of filters for Helicopter refueling system 3  
- 4x Syringe 4  
- 4x Sample Jar c/w basket 5  
- Lot Cable Glands 6

HS-code: 84131100

5, 3, 64 - 101 kg.  
1, 2 - 2 31 kg

Packaging Information

Delivery Term: DAP Split Croatia

Dimensions and Weight:

Pallet Item 1A:	170 x 140 x 190 cm	Gross weight	550 kg.	Net weight	475 kg
Pallet Item 1B:	170 x 140 x 190 cm	Gross weight	550 kg.	Net weight	475 kg
Pallet Item 1C:	240 x 160 x 180 cm	Gross weight	1450 kg.	Net weight	1320 kg
Pallet Item 1D:	160 x 120 x 180 cm	Gross weight	700 kg.	Net weight	630 kg
Crate Item 1E:	129 x 87 x 73 cm	Gross weight	186 kg.	Net weight	140 kg
Crate Item 1F:	129 x 87 x 79 cm	Gross weight	297 kg.	Net weight	250 kg

Sypack  
Statutory name  
Doedijns BV

Blenwijksweg 51  
2717 PB Zoetermeer  
The Netherlands

T + 31 (0)79 740 00 20  
info@sypack.nl  
www.sypack.nl

IBAN (EUR) NL86 0000 0523 3632 0000 0000 0000  
IBAN (USD) NL59 0000 0523 3632 0000 0000 0000  
SWIFT INGBNL2A  
VAT no. NL809056438B01  
non-performance of the goods.

SKLADIŠTE-PRUEM ROBE	
DATUM:	13.01.21
POSLOVNI:	Kilinski
Izjavljujemo (ili zahtevamo) pravo na ugovornu kaznu, ukoliko se isporuka neurednog ispunjenja obaveza.	



**ANNEX no. 2.**  
**to the Contract no. Q-23079 as of 24<sup>th</sup> day of July 2018 FOR PURCHASE AND SALE OF**  
**"HELICOPTER REFUELING SYSTEM" FOR NB 487**  
**(hereinafter "Annex")**

This Annex is executed on this 26<sup>th</sup> day of May, 2020 by and between:

**BRODOGRAĐEVNA INDUSTRIJA SPLIT, dioničko društvo**  
Put Supavla 21,  
21000 Split  
CROATIA  
EU VAT: HR18556905592  
(hereinafter: **"the Buyer"**)

and

**Sypack**  
Bleiswijkseweg 51  
2712 PB Zoetermeer  
The Netherlands  
EU VAT: NL809086438B01  
(hereinafter: **"the Seller"**)

(hereinafter sometimes collectively referred to as the **"Parties"** or each individually as the **"Party"**)

**RECITALS**

**Article 1.**

- 1.1 The **Parties** herewith mutually agree that they have entered on 24<sup>th</sup> day of July, 2018, into the CONTRACT No. Q-23079 FOR PURCHASE AND SALE OF HELICOPTER REFUELING SYSTEM FOR NB 487 (hereinafter the **"Contract"**).
- 1.2 The performance of the **Contract** has been on hold and temporarily suspended due to circumstances attributable to the **Buyer** which has affected the delivery time and costs of the **Equipment**.
- 1.3 The **Buyer** has requested **Seller** to resume performance of the **Contract** and reinstate the warranty for the **Equipment** and therefore the **Parties** have a common interest to amend and supplement the **Contract** in the manner set forth hereinafter.

- 1.4 The Parties herewith mutually agree all words and phrases from the Contract when used herein shall have the same meaning as in the Contract, unless expressly said otherwise.

**SUBJECT OF THIS ANNEX**

**Article 2.**

- 2.1 The new address of the Seller is as follows:  
Bleiswijkseweg 51  
2712 PB Zoetermeer  
The Netherlands

**Article 3.**

- 3.1 The Parties herewith mutually agree Article 4.2 (DELIVERY AND TRANSFER OF OWNERSHIP) of the Contract is amended as follows:

*"The Seller estimates to deliver the Equipment on the following date:*

23 October 2020. - DAP BRODOSPLIT D.D., Put Supavla 21, 21000 Split

*(hereinafter the Equipment).*

*Notwithstanding anything else to the contrary in the Contract, aforesaid delivery date is to be considered as an estimated delivery date and not fixed. "*

- 3.2 The Parties herewith mutually agree that Article 11 (CONTRACTUAL PENALTY) of the Contract is deleted.

- 3.3 The Parties herewith mutually agree Article 7.1 (PURCHASE PRICE) of the Contract is amended as follows:

*"EUR 198.000,00 (one hundred ninety eight thousand euro) is replaced by EUR 206.310,00 (two hundred thousand three hundred and ten euro)."*

- 3.4 The Parties herewith mutually agree Article 8.1 (TERMS OF PAYMENT) of the Contract is amended as follows:

*"1<sup>st</sup> instalment of 20% of the Contract Price the Buyer will pay within 20 days after the delivery of the documentation as defined in Article 2.1 of the Contract. The Parties*



*confirm that this instalment has been paid by the Buyer. No Refund Guarantee shall be given by Seller in respect of this instalment;*

*2<sup>nd</sup> instalment of 65% of the Contract Price the Buyer will pay after successfully performed Factory acceptance test (FAT) and before the delivery of the Equipment but not before Refund Guarantee is submitted to the Buyer pursuant to Article 9 of this Contract,*

*3<sup>rd</sup> instalment of 10% of the Contract Price the Buyer will pay after successfully performed acceptance of the Equipment in accordance with Article 4.3 of this Contract and not before Warranty Guarantee is submitted to the Buyer pursuant to Article 9.3 of this Contract,*

*4<sup>th</sup> instalment of 5% of the Contract Price the Buyer will pay after successfully performed commissioning of the Equipment, but in any event no later than 28.02.2021."*

- 3.5 The Parties herewith mutually agree Articles 9 (TERMS OF PAYMENT) of the Contract is amended as follows:

*"Article 9.2 is deleted.*

## **FINAL PROVISIONS**


### **Article 3.**

- 3.1 This Annex forms a part and shall be read together with the Contract. The Parties mutually agree that all other provisions of the Contract, except those amended by this Annex and/or supplemented with this Annex, shall remain in force unchanged and applicable unless they are contrary to the provisions of this Annex.
- 3.2 The Parties mutually agree that any disputes regarding this Annex shall be resolved in accordance with the Article 14. of the Contract. However, in case the Buyer is in default of its payment obligations towards the Seller as agreed in the Contract or this Annex, the Seller shall be entitled to bring suit in the courts of competent jurisdiction in the country of domicile of the Buyer and for such purpose the Contract shall be governed by the laws of the country of domicile of the Buyer.

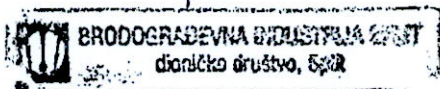
3.3 The Parties mutually agree that this Annex shall be deemed entered into after it has been signed by both Parties.

3.4 This Annex is executed in 2 (two) identical originals, one for each Party.

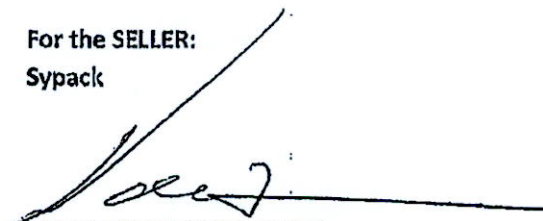
For the BUYER:  
BRODOSPLIT d.d.



Date: 09.06.2020



For the SELLER:  
Sypack



Date: 07.06.2020



**ANNEX no. 1.**  
**to the Contract no. Q-23079 as of 24<sup>th</sup> day of July 2018 FOR PURCHASE AND SALE OF**  
**"HELICOPTER REFUELING SYSTEM" FOR NB 487**  
**(hereinafter "Annex")**

This Annex is executed on this 07<sup>th</sup> day of March, 2019 by and between:

**BRODOGRAĐEVNA INDUSTRIJA SPLIT, dioničko društvo**  
Put Supavla 21,  
21000 Split  
CROATIA  
EU VAT: HR18556905592  
(hereinafter: "the Buyer")

and

**Sypack**  
Radonstraat 44  
2718 TA Zoetermeer  
The Netherlands  
EU VAT: NL809086438B01  
(hereinafter: "the Seller")

(hereinafter sometimes collectively referred to as the „Parties“ or each individually as the „Party“)

**RECITALS**

**Article 1.**

- 1.1 The Parties herewith mutually agree that they have entered on 24<sup>th</sup> day of July , 2018, into the CONTRACT No. Q-23079 FOR PURCHASE AND SALE OF HELICOPTER REFUELING SYSTEM FOR NB 487 (hereinafter the "Contract").
- 1.2 The Parties have a common interest to amend and supplement Article 4.2 (DELIVERY AND TRANSFER OF OWNERSHIP) of the Contract.
- 1.3 The Parties herewith mutually agree all words and phrases from the Contract when used herein shall have the same meaning as in the Contract, unless expressly said otherwise.



**SUBJECT OF THIS ANNEX**

**Article 2.**

- 2.1 The Parties herewith mutually agree Article 4.2 (DELIVERY AND TRANSFER OF OWNERSHIP) of the Contract is amended as follows:

*"The Seller will deliver the Equipment on the following date:*

15<sup>th</sup> of August, 2019. - DAP BRODOSPLIT D.D., Put Supavla 21, 21000 Split

*(hereinafter the Equipment)"*


**FINAL PROVISIONS**

**Article 3.**

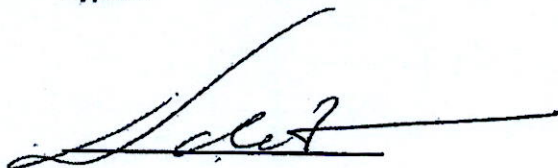
- 3.1 This Annex forms a part and shall be read together with the Contract. The Parties mutually agree that all other provisions of the Contract, except those amended by this Annex and/or supplemented with this Annex, shall remain in force unchanged and applicable unless they are contrary to the provisions of this Annex.
- 3.2 The Parties mutually agree that any disputes regarding this Annex shall be resolved in accordance with the Article 14. of the Contract.
- 3.3 The Parties mutually agree that this Annex shall be deemed entered into after it has been signed by both Parties.
- 3.4 This Annex is executed in 2 (two) identical originals, one for each Party.

For the BUYER:  
BRODOSPLIT d.d.

For the SELLER:  
Sypack

  
\_\_\_\_\_

Date: \_\_\_\_\_

  
\_\_\_\_\_

Date: 08.03.2019





**BRODOGRAĐEVNA INDUSTRIJA SPLIT, dioničko društvo**

**Put Supavla 21**

**21000 Split**

**Croatia**

**and**

**Sypack**

**Radonstraat 44**

**2718 TA Zoetermeer**

**The Netherlands**

**have executed on 24.07.2018 the following**

**CONTRACT No. Q - 23079**

**FOR PURCHASE AND SALE OF "HELICOPTER REFUELING SYSTEM"**

**FOR NB 487**

**(hereinafter the Contract)**

*Boin 7*

*SP*

This Contract is made and entered into on this 24 day of July 2018 by and between

**BRODOGRAĐEVNA INDUSTRIJA SPLIT, dioničko društvo**

**Put Supavla 21**

**21000 Split**

**Croatia**

a company organized and existing under the laws of Croatia,  
having its registered office at Put Supavla 21, 21000 Split, Croatia,

EU VAT identification number: H18556905592,

represented solely and independently by

**Tomislav Debeljak, member of the Management Board**  
(hereinafter the Buyer)

and

**Sypack**

a company organized and existing under the laws of The Netherlands,  
having its registered office at Radonstraat 44, 2718 TA Zoetermeer,

EU VAT identification number: NL8090.86.438B01,

represented solely and independently by

**Mr. Patrick de Brabander**

(hereinafter the Seller)

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

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

## **1 SCOPE OF THE CONTRACT**

- 1.1** The Seller will manufacture, sell, and deliver, and the Buyer will purchase, accept and pay for in accordance with the terms and conditions as set out in this Contract the following Equipment:

**Helicopter Refueling Systems**

(hereinafter the Equipment)

- 1.2** The Equipment is defined by this Contract and in more detail by the Quotation and specification HI-1802/3535R5 from 16.07.2018 attached hereto as Exhibit A, which will, among other things, contain precise data regarding quality, quantity and data regarding weight of the Equipment and which forms an integral part of this Contract (hereinafter the Specification). In case of controversy between this Contract and the Specification the provisions of this Contract will prevail.





- 1.3 Except as otherwise provided in this Contract, the Seller shall provide all labor, materials and equipment required to manufacture the Equipment and fulfill the Buyer's request for delivery of technical documentation for the Equipment, if the Buyer finds it necessary.
- 1.4 The Seller undertakes to manufacture and deliver without extra payment all the parts indispensable to the normal operation of the Equipment and which have not been expressly mentioned in the documentation under Paragraph 2 of this Article.
- 1.5 The Seller undertakes to carry out timely modifications to the Equipment without extra cost if so demanded by the Classification Society or any other body which is to certify the Equipment in accordance with the required standards and provisions from the Specification.
- 1.6 Equipment has to be made according to the rules of the Classification Society (DNV GL), instructions and guidelines of USCG, USPH and SOLAS and MED regulations.

## 2 TECHNICAL DOCUMENTATION

- 2.1 The Seller shall deliver to the Buyer the GA drawing, 3 D Model (in step file) and P&ID for the Equipment within 5 weeks after signing of this Contract. Such documentation shall be deemed accepted after the review and written approval of the Buyer. The documentation shall be deemed delivered orderly and within a given time limit if the Buyer did not have justified subsequent remarks regarding completeness and content of the documentation.
- 2.2 The Seller will deliver to the Buyer, at the delivery of the Equipment, the following documentation:
- Classification Society's certificates (DNV-GL)
  - Factory acceptance test (FAT) report
  - Documentation required by the forwarder of the Equipment (original invoice, packing lists, gages, weights...)
  - All the remaining documentation stated in the Specification under Article 1.2 of this Contract

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



Equipment will not be considered as properly delivered and the Buyer is not obliged to accept it, in which case the provisions of Article 11 of this Contract shall apply.

- 2.3 The Seller shall provide the Buyer with the instruction manuals, maintenance manuals and spare parts list for the Equipment in English language and in their last version, in 5 (five) copies, within 4 weeks after delivery of the Equipment.
- 2.4 The Seller warrants that the Equipment shall be manufactured in compliance with the "IMO Hong Kong International Convention for the Safe Environmentally Sound Recycling of Ships, 2009". As evidence of such compliance the Seller shall complete the "Material Declaration-IHM Statement of Compliance" in the form attached hereto as Exhibit E and deliver the same to the Buyer not later than 10 (ten) working days after signing of this Contract. If the Seller fails to comply with the aforementioned, this Contract shall be null and void and the Buyer shall have no liability under this Contract whatsoever.
- 2.5 The Seller is obliged to make changes to the documentation arising from obligations of the Seller under Articles 1.4 and 1.5 of this Contract.

### 3 INSPECTION DURING THE MANUFACTURE OF THE EQUIPMENT

- 3.1 The Buyer or its representatives, including a representative of the vessel's purchaser if so provided in the shipbuilding contract, will have the right to inspect any stage of manufacture of the Equipment during the entire manufacture period and may be present to all analyses and tests concerning the Equipment.
- 3.2 Each Party shall bear its own costs in relation to the inspection from Paragraph 1 of this Article.
- 3.3 The Seller shall inform the Buyer at least 15 (fifteen) working days prior the commencement of the testing and/or trials of the Equipment and shall provide the Buyer with necessary testing programs in order to enable the timely inspection by the Buyer and/or its representatives.
- 3.4 Presence of the Buyer's representatives, their objections or their acceptance of the relevant raw material, material and/or work, will not affect the liability and the warranty obligations of the Seller arising under this Contract.
- 3.5 If the Seller fails to notify the Buyer as set out in Article 3.3 of this Contract it will compensate the Buyer for documented expenses incurred by the Buyer for travel arrangements due to such failure.



#### 4 DELIVERY AND TRANSFER OF OWNERSHIP

4.1 Delivery will take place according to parity DAP Put Supavla 21, 21000 Split, Croatia Incoterms 2010, unless agreed otherwise. The agreed delivery times of the Equipment are binding and fixed and are applicable to the entire delivery period following the date of signing of this Contract. The Seller cannot extend the agreed delivery time without prior written consent of the Buyer.

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

15.06.2019 DAP BRODOSPLIT D.D., Put Supavla 21, Croatia

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

4.4 The Buyer reserves its right to extend the delivery dates set out in this Article if it would become necessary in order to accommodate its manufacture plans and shall advise the Seller in writing accordingly. The Buyer shall announce extensions not later than 4 weeks prior to the agreed delivery date. Notwithstanding the Buyer's right to extend delivery date of the Equipment, the Seller shall always have the right to complete the Equipment before the extended delivery date. If the aggregate period of extensions of the delivery date by the Buyer exceeds 3 months after the delivery date set out in clause 4.2, Seller shall have the right to invoice the corresponding milestone for delivery, keep the Equipment on storage and charge storage and insurance costs, if any, until the extended delivery date. The Buyer has to be advised about the storage and insurance cost in advance.

4.5 In the event of extension of the final delivery date as defined under Article 4.2. of this Contract, the Seller shall extend or renew the validity of the Refund Guarantee in accordance with such extension and submit extended or renewed Refund Guarantee to the Buyer no later than 30 (thirty) days before expiry of the validity period of the original Refund Guarantee.



## 5 TRANSPORTATION OF THE EQUIPMENT

- 5.1 Subject to the agreed parity Incoterms 2010 the Seller will, on its expense, and in accordance with the Buyer's or the Buyer's forwarder's instructions, insure and transport the Equipment to the Buyer's address first written above if not otherwise agreed. The Equipment will be professionally fixed, marked and protected to prevent any damage of the Equipment during the transport.
- 5.2 The Seller will advise the Buyer in writing at least 5 (five) business days before the planned delivery of the Equipment.

## 6 INSPECTION OF THE EQUIPMENT

- 6.1 The Buyer is obliged within 8 (eight) working days after submitting the Record on conditional receipt of the Equipment to the carrier or delivering to the Seller to examine the Equipment in usual manner and in case of obvious defects of the Equipment and/or obvious defects of quality or non-compliance of the Equipment with the Specification to notify the Seller about it within the Report on receipt control of the Equipment.
- 6.2 After the Buyer's acceptance of the Equipment, if the Buyer discovers that the Equipment has a defect not discoverable by examination in a usual manner, the Buyer is obliged to notify the Seller about it within 8 (eight) working days after discovery of such defects or non-compliance of the Equipment with the Specification.
- 6.3 The Seller will accept for return and replacement, credit (at invoiced cost plus the freight cost from the Seller's manufacturing facility to the Buyer or the Buyer's customer(s) to the place of delivery) or repair of the Equipment sold to the Buyer under this Contract which does not conform with the warranties set forth in this Contract and for which proper complaint has been given in accordance with previous Paragraph. The Seller will assume the risk of loss in transit associated with such returns.
- 6.4 The Seller shall correct all deficiencies within 30 (thirty) days of such determination and bear all costs necessary to replace or repair non-conforming Equipment.
- 6.5 If the Seller fails to meet its obligations in accordance with this Article, the Buyer will have right to, with or without the assistance of third-parties appointed by the Buyer, repair or replace the Equipment at the expense of the Seller. The Seller will compensate the Buyer within 15 (fifteen) days from the date of issuing the invoice all costs necessary to repair or replace non-conforming Equipment carried out by the Buyer with or without assistance of third-parties.



## 7 PURCHASE PRICE

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

EUR 198.000,00 (one hundred ninety-eight thousand euro)  
(hereinafter the Contract Price)

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

## 8 TERMS OF PAYMENT

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

1<sup>st</sup> instalment of 20% of the Contract Price the Buyer will pay within 20 days after the delivery of the documentation as defined in Article 2.1 of the Contract and not before the Refund Guarantee pursuant to Article 9 is submitted to the Buyer.

2<sup>nd</sup> instalment of 50% of the Contract Price the Buyer will pay after successfully performed Factory acceptance test (FAT) and before the delivery of the Equipment but not before Refund Guarantee is submitted to the Buyer pursuant to Article 9 of this Contract,

(1<sup>st</sup> and 2<sup>nd</sup> instalment hereinafter referred to as the Advance Payment)

3<sup>rd</sup> instalment of 25% of the Contract Price the Buyer will pay after successfully performed acceptance of the Equipment in accordance with Article 4.3 of this Contract and not before Performance Guarantee and Warranty Guarantee is submitted to the Buyer pursuant to Article 9 of this Contract,

4<sup>th</sup> instalment of 5% of the Contract Price the Buyer will pay after successfully performed commissioning of the Equipment, but in any event no later than 28.02.2021.

- 8.2 Invoice issued by the Seller must contain the total value of the Equipment, and any payable VAT, the description of the Equipment, the quantity, Seller's bank details, the date of the delivery, the name of this Contract and the date of signing of this Contract, the country of origin of the Equipment, the VAT number of the Seller and of the Buyer and the Seller's shipment number (for the shipment invoice).

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



## 9 SECURITIES

### 9.1 Refund Guarantee

9.1.1 As a security for refund of the **Advance Payment** and as a security for compliance with its obligations pursuant to the terms and conditions of this **Contract**, the **Seller** will in favor of the **Buyer** issue an unconditional and irrevocable bank guarantee payable on first written demand of the **Buyer** without cavil or argument issued by the bank acceptable to the **Buyer** in form and substance as per Exhibit B to this **Contract** (hereinafter the **Refund Guarantee**) in the full amount of the **Advance Payment** plus 4% (four percent) to cover one year's worth of interest thereon. The **Refund Guarantee** will be submitted to the **Buyer** before the **Advance Payment** which the refund is securing. The **Refund Guarantee** must be valid at least 30 (thirty) days after the final delivery date as defined under Article 4.2 of this **Contract**. In case the delivery date of the **Equipment** under Article 4.2 of this **Contract** is extended, **Seller** shall extend the **Refund Guarantee** accordingly no later than 30 (thirty) days before expiry of the validity period of the original **Refund Guarantee**. However, in case the extension of the delivery date is the result of request by the **Buyer** pursuant to Article 4.4 of this **Contract**, then the **Buyer** shall reimburse to the **Seller** the costs of extending the **Refund Guarantee**, in any other case the cost of extension of the **Refund Guarantee** shall be on **Sellers** account.

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

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

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

### 9.2 Performance Guarantee

9.2.1 As a security for compliance with its obligations pursuant to the terms and conditions of this **Contract**, the **Seller** will in favor of the **Buyer** issue an unconditional and irrevocable bank guarantee payable on first written demand of the **Buyer** without cavil or argument issued by the bank acceptable to the **Buyer** in form and substance as per Exhibit C (hereinafter **Performance Guarantee**) and issued by a bank acceptable to the **Buyer**. **Performance Guarantee** shall be submitted to the **Buyer** in accordance with Article 8.1 of this



Contract and will be issued for the amount 5% (five percent) of the Contract Price. The Performance Guarantee must be valid at 30 (thirty) days after performance of the sea trial (SAT – Sea Trial Acceptance Test). The initial planned date for the sea trial at the date of signing of this Contract shall be 20.07.2020.

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

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

### 9.3 Warranty Guarantee


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

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

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

## 10 WARRANTY FOR THE EQUIPMENT

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





and/or requirements of the Classification society (if any) or any other body which is to certify or approve the Equipment (if any).

- 10.2** The Seller warrants, that the Equipment sold hereunder will substantially conform to the applicable specifications and will be free from defects in raw material and workmanship, from the date of the delivery to the Buyer.
- 10.3** The Seller also guarantees that the Equipment is suitable for their intended purpose and delivered with detailed instructions for storage and preventative maintenance to enable the Buyer to use the Equipment for their intended purpose.
- 10.4** Warranty period lasts 12 (twelve) calendar months after the delivery of the vessel to the final customer, but in any event no later than 36 (thirty six) months starting from the day of compiling Report on receipt control of the Equipment.
- 10.5** If during the warranty period it is determined that the Equipment does not meet the provisions of the previous Paragraphs of this Article, the Seller will be obliged, within the reasonable time period given by the Buyer, but not later than 20 (twenty) days after the first request of the Buyer to replace or repair the defective parts of the Equipment, without prejudice to the other rights of the Buyer provided in this Contract, as well as the Buyer's right to seek compensation for damages due to defect of the Equipment. On Seller's request the period of 20 (twenty) days can be extended but only if the Buyer confirms such request by its written approval. However, in relation to correction of carrying out repairs or replacements the Seller shall not be responsible for the following costs and shall in all circumstances be borne, reimbursed or provided by the Buyer: (i) labour assistance by the Buyer afforded in relation to repair or replacement at Buyer's premises; (ii) provision of necessary scaffolding, heavy lifting, power generator or other heavy equipment at the wharf, buildings or premises of the Buyer; (iii) working access to the Equipment at the wharf, buildings or premises of the Buyer.
- 10.6** The Buyer or its representative will inform the Seller in writing within 30 (thirty) working days after discovery of any defect in the Equipment that need to be repaired or replaced and will describe the same.
- 10.7** If the Seller fails to meet its guarantee obligations, the Buyer will have the right to, with or without the assistance of third-parties appointed by the Buyer, replace or repair the Equipment at the expense of the Seller. The Seller will compensate the Buyer within 15 (fifteen) days after the date of issuing the invoice all cost necessary to replace or repair non-conforming Equipment carried out by the Buyer with or without assistance of third-parties.
- 10.8** For repaired or replaced parts of the Equipment the Seller shall provide additional warranty in the period of further 6 (six) months, however not shorter than 12 (twelve) months from the date of delivery of the vessel as set out in Article 10.4 of this Contract





and not longer than 42 (forty-two) months from the day of compiling Report on receipt control of the Equipment.

## **11 CONTRACTUAL PENALTY**

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

**11.1.1** If the Seller does not deliver the Equipment on the delivery dates set out in this Contract, the Seller will pay to the Buyer contractual penalties in the amount equivalent to 1% (one percent) of the Contract Price for each full week of a delay or pro rata for part of the week. The contractual penalties for late delivery of the Equipment shall not exceed 10% (ten percent) of the Contract Price.

**11.1.2** If the documentation pursuant to Article 2.1 of this Contract is not delivered at the time for delivery the Buyer shall be entitled to contractual penalties from the date on which delivery should have taken place. The contractual penalties shall be payable at a rate of 0.7% (zero point seven percent) of the Contract Price for each full week of delay or pro rata for part of the week. The contractual penalties for late delivery of the documentation shall not exceed 5% (five percent) of the Contract Price.

**11.1.3** The total amount of penalties claimed by the Buyer under Article 11.1.1 and 11.1.2 shall not exceed the aggregate amount equal to 12% (twelve percent) of the Contract Price.

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

**11.3** In case that delay in delivery of the Equipment is more than 35 (thirty five) days after delivery dates set out in Article 4.2 of this Contract, the Buyer will have a right to terminate this Contract regarding to the remaining part of the Equipment non-delivered and claim damages caused thereby including refund of any part of any instalment of the Contract Price paid by the Buyer pertaining to not-delivered part of the Equipment.

**11.4** In case that the Buyer has terminated the Contract as defined in this Article the Seller shall on Buyer's demand refund any part of any instalment of the Contract Price paid by the Buyer to the Seller before the termination of the Contract pertaining to not-delivered part of the Equipment, together with any interest thereon at rate of 4% (four percent) accrued in the period from the date when such instalments were paid until the refund of the same by the Seller.



**11.5** In the event of force majeure any delivery date may be extended for a period of time equivalent to the duration of force majeure event affecting the performance of the Contract by the party claiming force majeure subject to Article 13 of this Contract.

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

## **12 LIMITATION OF LIABILITY**

**12.1** Neither Party's total aggregate liability, howsoever arising under this Contract, shall exceed 100% (one hundred percent) of the Contract Price. The limitations in this Article 12.1 shall not apply if the Party relying on them has been guilty of gross negligence and willful misconduct. Gross negligence shall mean and act or omission implying either a failure to pay due regard to serious consequences, which a conscientious seller would normally foresee as likely to ensue, or a deliberate disregard of the consequences of such act or omission. Notwithstanding anything otherwise stated in this Contract, there shall be no liability for either Party for any (i) loss of production, loss of profit, loss of use, loss of contracts, loss resulting from business interruption, contractual penalties or liquidated damages (other than as agreed in this Contract or for (ii) any consequential or indirect loss whatsoever.

## **13 FORCE MAJEURE**

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

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

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



#### **14 GOVERNING LAW AND JURISDICTIONS**

- 14.1** The Parties agree that all disputes arising in relation to this Contract shall be resolved amicably.
- 14.2** All disputes arising out of or in connection with the present Contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The governing law shall be Swiss, the place of arbitration shall be Zurich, Switzerland and the language of the arbitration shall be English.

#### **15 MODIFICATION AND ASSIGNMENT OF THE CONTRACT**

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

#### **16 SALVATORY CLAUSE**

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

#### **17 INSTALLATION AND COMMISSIONING OF THE EQUIPMENT**

- 17.1** For the purpose of putting the Equipment into operation and final commissioning of the Equipment, and submission of the Equipment to the vessel purchaser and Classification Society for their approval, the Seller will put at the disposal of the Buyer, free of charge, their service engineer in 1 visit, in the total duration of maximum 4 working days at the Buyer's yard in Croatia.
- 17.2** All travel and accommodation costs of the service engineer shall be for the Seller's account. The time spent on travelling shall not be calculated into working days from previous paragraph.
- 17.3** During his stay the service engineer will, without extra costs for the Buyer, carry out necessary repairs and/or adjustments of the Equipment, if necessary, and, and if the maximum working days in 17.1 have not been fully used, shall provide basic instructions to the Buyer's relevant personnel how to operate and maintain the Equipment successfully.



- 17.4 Labour assistance from the Buyer's yard will be available free of charge in accordance with the Buyer's practice and standards related to the equipment of the same kind as the Equipment when reasonably requested up to the extent of the Buyer's standard practice. Any work required to be performed by the Buyer's workers in excess of such standard practice shall be charged to the Seller in accordance with the Buyer's standard prices.
- 17.5 If there would be necessary to prolong the stay of the Seller's service engineer due to omissions on his side and/or on side of the Seller any such additional expenses shall be for the Seller's account.
- 17.6 In case of the prolonged stay due to the Buyer's requests the price of service engineer's working day (of 10 (ten) hours) will be EUR 900,00 (nine hundred Euro).
- 17.7 Upon completion of the Seller's service engineer's work the Parties shall execute the minutes thereof signed by their representatives.

#### **18 MUTUAL PROTECTION OF CLASSIFIED INFORMATION AND OBLIGATION TOWARDS THE END USER**

- 18.1 The Seller takes note that the Buyer as the vessel shipbuilder has entered into an agreement of mutual cooperation and long-term maintenance of the vessel with the end-purchaser of the vessel.
- 18.2 Therefore, the Buyer is both authorized and responsible for all service and maintenance of the vessel.
- 18.3 The Seller takes note that the Buyer is the author of all projects, calculations and technical details related to the specified type of vessel.
- 18.4 The Seller undertakes to sell to the Buyer all spare parts, necessary for the proper functioning of the Equipment and provide services equivalent to those set out in Article 17 of this Contract as and when required by the Buyer at any time during the period of 20 (twenty) years hereafter.
- 18.5 Seller undertakes to sell all above mentioned spare parts at minimally 10% (ten percent) less than the market price of the Seller's spare part applied at the time of order.

#### **19 GENERAL**

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



This Contract contains the entire agreement between the Parties hereto.

## 20 ENTERING INTO FORCE


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

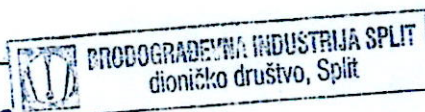
20.2 The Parties agree that this Contract shall be considered concluded at the moment the Contract is signed by the Parties i.e. authorised persons for representation by both Parties, and when the same Contract is certified by seal/seals of Parties (hereinafter the Effective Date).

## 21 NUMBER OF ORIGINALS OF THIS CONTRACT

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

BUYER:


  
By: TOMISLAV DEBELJAK



Title: PRESIDENT OF THE BOARD

Date: 30.07.2018.

SELLER:

  
By: Petrick de Brabander



Title: Business Unit Director

Date: 13.08.2018

Enclosure:

Exhibit A SPECIFICATION

Exhibit B REFUND GUARANTEE

Exhibit C PERFORMANCE GUARANTEE

Exhibit D WARRANTY GUARANTEE

Exhibit E MATERIAL DECLARATION-IHM STATEMENT OF COMPLIANCE

Exhibit A

**SPECIFICATION OF THE EQUIPMENT**

**Refer to Seller's quotation  
HI-1802/3535R5**



Brodosplit  
Put Supavla 21  
HR-21000 Split  
Croatia

F.a.o.: Tatjana Mlinarić

**PRICED  
QUOTATION**

Zoetermeer, 16 July 2018

Subject : Quotation for Helicopter Refuelling System  
Sypack ref. : HI-1802/3535R5  
Reference: : P1357 – Quark expedition cruise vessel

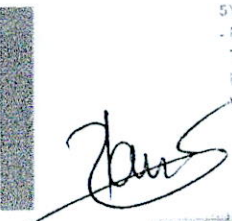
Dear Tatanja,

With reference to our teleconference of the 29<sup>th</sup> of June, please find attached our revised proposal for the supply of the helicopter Refuelling System for the project 1357.

We trust to have been of service with this proposal. If you have any questions or need additional information, please do not hesitate to contact our office.

Yours truly,  
SYPACK B.V.

Patrick de Brabander  
Business Unit Director



QUOTATION FOR

ENGINEERING, MANUFACTURING, TESTING &  
INSPECTION

OF THE

HELICOPTER REFUELING SYSTEM

FOR THE

PROJECT 1357



**SYPACK****MEMBER  
OF DGI**

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## 1. Scope of Supply

### 1.1 Applicable specifications

- Generally in accordance with CAP 437 8<sup>th</sup> Edition
- DNV regulations

### 1.2 Summarized scope of supply

Summarized scope of supply and services included in this proposal are the following:

Helicopter Refuel System		
Item	Qty	Description
1	1	Helicopter Re/Defuel Pump/Filter Skid
2	2	Helicopter Re/Defuel Dispenser Skid
3	1	Lot DIN counter flanges
4	1	DNV certification
5	1	Lot Commissioning Spare Parts
6	1	FAT test with A1-Jet Fuel
7	1	Lot Documentation
8	1	DAP delivery Brodosplit, Croatia
9	1	3 Days start up and commissioning at Brodosplit yard, Croatia
10	1	Valve and instrument package for the main fuel tank
11	1	1500 liter defuel tank integrated under the pump skid With all the required remote valves and instrumentation
12	1	Valve automation on the skids complete with control interface from the control panels

### Non materials

- Project management.
- System design incl. verification and conformation to customer supplied source documents.
- Procurement of equipment and components.
- Expediting of Sypack sub-supplies materials and of customer documents and drawings.
- Documentation / drawings which will be safeguarded by our vendor document schedule.
- Inspection and testing

### 1.3 Scope exclusions

Following materials / services are not included in our scope of supply.

- Off skid piping / tubing / cabling
- Fire, gas and leak detectors
- Painting of stainless steel
- Drip tray below the tank, drain tank
- Air dryer at PVV valve on tank
- On board Installation

If one or more of above indicated materials / services are required, please advise and we will update our proposal accordingly.



## 2. Tanks

### 2.1 Defuel Tank

<u>Service</u>	<u>Volume</u>	<u>Design Press.</u>	<u>Design</u>	<u>Corr. Allow.</u>
Defuel Fuel tank	1.5 m3	-0.25 /+0.25 Barg	Roarks & Young	None

Non Destructive Testing : LPE on main welds  
: Hydrotest at 0,375 Barg on Defuel tank

The dimensions of the tanks will be decided upon during detailed engineering. The tanks will be custom made for the available space as provided by the yard. The defuel Tank will be manufactured as a rectangular tank.  
The material used will be AISI-316L and will be pickled and passivated but not painted.

The Defuel tank will be equipped with a set of transmitters used for level and pressure measurements with a local display, a detonation flame arrester and PVV. Connected to the tanks will be a set of Din 50 PN 16 flanges as connection points. The tank will be supplied with the following connections: fuel inlet, fuel outlet, vent, sample point and inspection hatch.

### 2.2 Level Transmitters

We offer one guided radar type level transmitter and pressure transmitter per fuel tank.

Manufacturer : Vega  
Ex. Classification : ATEX II 1G, 1/2G, 2G Ex ia IIC T6  
Enclosure : Plastic material, IP66  
Local display : Yes  
Process connection : Flanged, 2"-150# FL.RF per tank  
Electrical connection : 1x M20 x 1,5

The level transmitters will sent a 4 to 20 mA signal. The signal will be used by our control panels to show the fuel level of each tank. Furthermore there will be potential free contacts available for the owner to connect this signal other systems.

We will setup the level system to give the following level outputs:

Tank filled to:	Level output:
95% or more	High/high
85%-94%	High
20%-84%	-
Empty to 19%	Low

### 2.3 Tank Valves

We offer the supply the required valves for the fuel tanks.

Each tank will be equipped with the equipment as per below specified:

- 1x Ball valve, 2"150# RF, AISI-316, Manual Operated
- 2x Ball valve, 2"150# RF, AISI-316, Actuator Operated c/w solenoid
- 2x Check valve, 2"150# RF, AISI -316, Wafer type
- 1x Sample valve  $\frac{3}{4}$ "
- 1x Dry break bunker connection for bunker station of the tank c/w bunker panel
- 1x Flame Arrestor 3" 150# RF (Flanged connection)
- 1x Pressure vacuum valve 3" 150# RF (Flanged connection)

## 3. Helicopter Refuel Pump/Filter Skid

### 3.1 Skid frame

Skid frame will be manufactured of stainless steel 316 and of all continuous welded construction in order to form a rugged unit. Skid frame will be equipped with a drip tray of 150mm high over the complete area, 4 drains, 4 temporary lifting lugs and 2 earth bosses.

### 3.2 Pumps

Two rotary vane type pumps are generally in accordance with API 676. This type of pump is common used for helicopter refuel systems. Only one pump can be operated at the time. Please note that only one dispenser can be used at the time, the system is not able to supply the fuel for two dispensers at once.

Two electric driven rotary vane type fuel pump will be installed:

Tag number	: t.b.a.
Design code	: Generally API 676
Capacity	: Aprox. 230 L/Min.
Discharge/working pressure:	3,45 Bar (as per CAP 437)
Body material	: Cast Iron, painted
Connections	: 2" Flanged, ANSI 150# RF
NPSH required (meter)	: 6,1
Pump RPM	: 640
Working temperature	: Ambient

Electric motor	
Installed power	: 5,5 kW
Protection class	: Eexd(e) IIB T4
Execution	: IP55, insulation class F
Anti-condensation heating	: Included, element type heater
Power supply	: 440V, 3 Phase, 60Hz

### 3.3 Motor starter panel

The helicopter refuel pump skid will be equipped with a motor starter panel with following functions:

- Power On/Off (lockable switch)



- Lamp test (push button)
- Emergency stop (Mushroom push button)
- Function Selector (Refuel/Recycle fuel tank)
- Service Start (switch)
- Pump selector A/B (switch)
- Power on (LED)
- Service Running (LED)
- Pump Failure (LED)
- Low level tank A (LED)
- High level tank A (LED)
- High level tank B (LED)

The motor starter panel will be explosion proof Eexd-IIB-T5 and IP66. The material will be copperfree aluminum.

### 3.4 Filter / Separator / Monitor

We offer a combined 3 stage filter-separator-monitor vessel which will be installed on the pump skid.

Quantity	: 1
Design pressure	: 10 Barg
Design temperature	: -20 / +50 Degr. C
Working temperature	: Ambient
Mechanical design	: ASME VIII, Div. 1 (no U-stamp)
Process design	: EI 1581, Category C, 5 <sup>th</sup> Edition July 2002
Position	: Horizontal
Access	: Quick opening front cover with 6 swing bolts
Material	: AISI-316L
Vessel Max Permissible flow	: 382 L/min

Filter-separator-monitor will be provided with following connections:

- Inlet and outlet connection
- Air vent connection
- Drain connection
- Sample connections
- Differential pressure connections

### 3.5 Piping

For both suction- and discharge lines we will use ASTM A312 TP 316L seamless piping with a size of 2" - Schedule 40S. The fuel piping will be butt-welded construction and subject to a hydrostatic test. All piping will be earth bounded. The piping will not be painted.

### 3.6 Instrument Tubing

For the instrument tubing we will use AISI-316 material (seamless). The tubing will be connected using double ferrule type connectors of AISI-316 material.

### 3.7 Valves and Instruments

The tank / pump skid will be equipped with sufficient ball valves, y-type strainers, check valves and pressure gauges as per regulations. For details we refer to attached P&ID. The valves will not be painted.

### 3.8 Flow meter

Quantity	: 1 (with 1 display per dispenser)
Type	: Positive displacement, Oval Gear
Design pressure	: 10 Barg
Body material	: Cast Iron
Counter	: Veder Root, reset-able and totalizing
Ticket printer	: Not included
Read out	: Display will be provided to be mounted on/near the dispenser for local read out

## 4. Helicopter Refuel Dispenser Skid

### 4.1 Skid frame and enclosure

Skid frame will be manufactured of stainless steel 316 by a continuous welded construction in order to form a rugged unit. Skid frame will be equipped with a drip tray over complete area, 4 drains, 4 temporary lifting lugs and 2 earth bosses. The dispenser will be equipped with an 1" hot dipped galvanized steel deluge line with two spray nozzles.

Size and weight of skid will be as per attached drawing

### 4.2 Manual operated hose reel

- Type : manual operated (air rewind is optional)
- Material : Epoxy painted steel
- Installed hose length : 30 meter
- Hose diameter : 1.5 "
- Hose specification : BS 3158 type C, Grade 2
- Overwing nozzle : Included, with defueling extension
- Underwing Nozzle : Included

### 4.3 Valves and Instruments

The dispenser skid will be equipped with ball valves, pressure gauge, differential pressure gauge, flow-meter, sample points, grounding reel and control panel as per regulations. For details we refer to attached P&ID. The valves will not be painted.

#### Control Panels

The local control panel will be mounted on the dispensing skid and be connected with the motor starter panel. The panel will have the following functions:

- Power On/Off (lockable switch)
- Emergency stop (Mushroom push button)
- Start (deadman push button)
- Lamp Test (push button)
- Power on (LED)
- Heli Grounding Healthy (LED)
- Heli Grounding Not Healthy (LED)



- Refueling disabled (LED)
- Pump failure (LED)
- Pump Running (LED)
- Fuel Tank low level (LED)
- Fuel Tank high level (LED)
- Fuel Tank high high level (LED)

The local control panel will be explosion proof Eexd-IIB-T5 and IP66. The material of the panel will be copper free aluminum.

#### 4.4 Ground Indicator

As a safety feature we include for a ground indicator. The ground indicator monitors the grounding of the helicopter during refueling. The ground indicator will be connected to the helicopter by means of a "spring return" cable reel with earth clip. The clip is made of 304 stainless steel material with two Tungsten Carbide tips and a quick release jack plug assembly at the cable. With the quick release the cable will disconnect if the helicopter flies off with the grounding still attached.

In case the helicopter grounding is not sufficient, an indication lamp "heli -grounding not healthy" on the control panel will light up and it is not possible to start any of the fuel pumps. The grounding reel will be of AISI 316 material. Length of the grounding reel wire will be 30 meters.

#### 4.5 Local Control Panel

The local control panel will be mounted on the dispensing skid and be connected with the motor starter panel. The local control panel will have the following functions:

- Power On/Off (lockable switch)
- Emergency stop (Mushroom push button)
- Start (deadman push button)
- Lamp Test (push button)
- Power on (LED)
- Heli Grounding Healthy (LED)
- Heli Grounding Not Healthy (LED)
- Pump failure (LED)
- Pump Running (LED)

#### 4.6 Ground Indicator

As a safety feature we include for a ground indicator. The ground indicator monitors the grounding of the helicopter during refueling. The ground indicator will be connected to the helicopter by means of a "spring return" cable reel with earth clip. The clip is made of 304 stainless steel material with two Tungsten Carbide tips and a quick release jack plug assembly at the cable. With the quick release the cable will disconnect if the helicopter flies off with the grounding still attached.

In case the helicopter grounding is not sufficient, an indication lamp "heli-grounding not healthy" on the control panel will light up and it is not possible to start any of the fuel pumps. Length of the grounding reel wire will be 30 meters.

#### 5. Fuel recycle system

We offer a recycle system that will give the refueling system the possibility to recycle the fuel. The fuel will be pumped from the fuel tank through the filter and the refuel hose and back into the same tank. The filtering process will increase the fuel quality. This is especially useful to clean contaminated fuel or fuel which has been standing still for a long period of time.

#### 6. Bunker panel

The bunker control panel will have the following monitoring functionality:

- Power switch
- Bunker switch (function selector)
- Power light indicator
- High High level (95% full tank)
- High Level (85% full tank)
- Low level (20% full tank)
- Lamp test button

The color of the control panel will be RAL 9010

#### 7. Start-up and Commissioning Spares

The following start-up and commissioning spares are included in our scope.

- 1x Set of filters for Helicopter refueling system
- 1x Box Water Detector Capsules
- 4x Syringe
- 2x Closed sample jar
- 4x Sample Jar c/w basket

#### 8. Loose Supplied Materials

The following items are included in our scope of supply but will be supplied as loose items and to should be installed by others.

- 1x Bunker panel
- 1x 1.5" TODO bunker connector
- 1x Air regulator, composite material
- 1x set valves as stated under chapter 2.3
- 2x Flash Beacon



## 9. Documentation

The documentation included in this proposal will be as indicated below. Documentation will be supplied in PDF-format on CD-ROM. Drawings for approval will be send by e-mail in PDF-format files

Document type

- Vendor Document Schedule
- Design Calculations
- G.A. Drawings
- Detail Drawings
- P & ID
- Instrument & Equipment Schedule
- As Built Drwgs
- Panel Lay-out
- Wiring Diagram
- Terminal Arrangement
- Utility Consumption List
- Construction Schedule
- Quality Plan
- Material Certificates
- Welding Procedure Specification
- Procedure Qualification Record
- Welder Qualification Certificates
- Factory Acceptance Test Proc. (FAT)
- Function Test Record
- Instrument Test/Calibr. Cert.
- Certificate of Conformity
- Class. Society Release Note
- Commissioning Procedure
- NDT Procedures, Records & Operator Certificates
- Welding Plan
- Surface Coating Record
- Operating Manual
- Maintenance Manual
- Commissioning Spare-parts List
- Two Years Operation Spare-parts List
- Quality Control & Test Plan
- Client Inspection Release Note
- Vendor Data Books

## 10. Testing and Inspection

Testing will be done in line with our QC plan against a project related inspection plan and inspection procedure.

Following tests are foreseen:

NDE testing : On Filter / Separator / Monitor to ASME VIII code.  
: On piping, hydro-test at 1,5x MAWP.

Leak testing : Leak test with air on completed system.

Performance testing : FAT with Jet Fuel on completed system.

## 11. Price Schedule

Helicopter Refuel System

Item	Qty	Description
1	1	Helicopter Re/Defuel Pump/Filter Skid
2	2	Helicopter Re/Defuel Dispenser Skid
3	1	Lot DIN counter flanges
4	1	DNV certification
5	1	Lot Commissioning Spare Parts
6	1	FAT test with A1-Jet Fuel
7	1	Lot Documentation
8	1	DAP delivery Brodosplit, Croatia
9	1	3 Days start up and commissioning at Brodosplit yard, Croatia
10	1	Valve and instrument package for the main fuel tank
11	1	1500 liter defuel tank integrated under the pump skid With all the required remote valves and instrumentation
12	1	Valve automation on the skids complete with control interface from the control panels

Total system price EUR 198.000,00

## 12. Commercial Conditions

The enclosed Sypack General Conditions for the Supply of Goods and Services dated 23 October 2014 shall apply to all our offers, orders and agreements. However, in case our offer or order confirmation refers to other general terms and conditions than such other general terms and conditions shall apply. The applicability of any other general terms and conditions is explicitly rejected.

### Guarantees

Goods are guaranteed for a period of 18 months after ex works delivery of the main equipment. Guarantee excludes for parts subject to wear and tear.

### Duties and taxes

Prices given are firm and exclusive of all taxes, duties etc., and are in EURO, based on undivided order and the information we have received.



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Country of origin

European Community

Delivery

Delivery is DAP at Brodosplit, Croatia as per incoterms 2010. Delivery time shall be Discussed upon order placement, but is generally about 24-28 weeks (excluding shipping).

Validity

The prices detailed in this quotation are valid for 90 days.

Terms of payment

To be discussed

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[PLEASE INSERT LETTERHEAD OF THE BANK]

**REFUND GUARANTEE**  
(hereinafter the Guarantee)

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

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

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

*(being the full amount of the Advance Payment plus 4% (four percent) p.a. for period commencing with the date of payment of advance to the date of repayment thereof to cover one year's plus 5 banking days worth of interest thereon).*

3. The written demand from previous Section of this Guarantee must include a statement that
  - i) the Applicant has failed to fulfil the terms and conditions of the Contract, and
  - ii) the amount demanded has not otherwise been paid either directly or indirectly by or for the Applicant.
4. The statement from previous Section of this Guarantee shall be accepted by us as conclusive evidence that there is breach of the terms and conditions of the Contract on the part of the Applicant and it shall be final, binding and conclusive so far as we are concerned. We hereby waive the necessity of your demanding the said amount from the Applicant before presenting us with the demand from Section 2 of this Guarantee.



5. This Guarantee shall become effective in the amount corresponding to the amount of the Advance Payment paid to the Applicant's account no. IBAN                      which is maintained by us.
6. This Guarantee shall not be affected by any indulgence or delay allowed to the Applicant nor by any amendment to, or variation of the Contract nor by any circumstances that would otherwise discharge our liability as guarantor.
7. This Guarantee shall remain in force until [            ] (the "Expiry date"). After the Expiry date, this Guarantee will be considered null and void, consequently, any demand for payment under this Guarantee must be received by us at this office on or before the Expiry date.
8. All payments under this Guarantee shall be made in EUR and made free and clear of, and without deduction or on account of, any presence of future taxes, levies, duties, charges, fees, deduction or withholdings of any nature whatsoever and by whomsoever imposed.
9. This Guarantee is subject to the Uniform rules for demand guarantees (URDG) 2010 revision, ICC publication no. 758.
10. This Guarantee is governed by the laws of Switzerland. All disputes arising out shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The governing law shall be Swiss, the place of arbitration shall be Zurich, Switzerland and the language of the arbitration shall be English.
11. Any notice, demand or claim to be given or made by you under this Guarantee shall be in writing signed by one your authorized officers.
12. For the purpose of identification, any demand from previous Section of this Guarantee should be presented to us in original paper form through your bank and authenticated with your bank's confirmation by SWIFT authorization stating that the signatures thereon are authentic.
13. We hereby warrant that we are permitted by any applicable law to issue this Guarantee, make payments under this Guarantee and to submit to jurisdiction of the courts as stated in this Guarantee.

Dated the [            ] day of month [            ] 2018

\_\_\_\_\_  
For and on behalf of *[insert name of the Bank]*



[PLEASE INSERT LETTERHEAD OF THE BANK]

**PERFORMANCE GUARANTEE**  
(hereinafter the Guarantee)

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

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

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

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

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



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

Dated the [       ] day of month [       ] 2018

---

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



[PLEASE INSERT LETTERHEAD OF THE BANK]

**WARRANTY GUARANTEE**  
(hereinafter the Guarantee)

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

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

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

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

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



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

Dated the [       ] day of month [       ] 2018

Bank]

For and on behalf of [insert name of the



## Exhibit E

## MATERIAL DECLARATION-IHM STATEMENT OF COMPLIANCE

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

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

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

Table	Material name		Threshold level	Present above threshold level?	If yes, material mass	If yes, material unit	If yes, information on where it is used
				Yes / No			
Table A (materials listed in Appendix 1 of the Convention)	Asbestos	Asbestos	No threshold level				
	Polychlorinated Biphenyls (PCBs)	Polychlorinated Biphenyls (PCBs)	50 mg/kg				
	Ozone Depleting Substance	Chlorofluorocarbons (CFCs)	No threshold level				
		Halons					
		Other Fully Halogenated CFCs					
		Carbon Tetrachloride					
		1,1,1-Trichloroethane (Methyl Chloroform)					
		Hydrochlorofluorocarbons					
		Hydrobromofluorocarbons					
		Methyl Bromide					
		Bromochloromethane					
	Anti-fouling systems containing organotin compounds as a biocide	Tributyl Tins	2500 mg total tin/kg				
		Triphenyl Tins					
		Tributyl Tin Oxide (TBTO)					



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

**Supplier's Declaration of Conformity for Material Declaration management**

1)	Identification Number:	
2)	Issuer's name:	
	Issuer's address:	
3)	Object(s) of the declaration:	
4)	The object(s) of the declaration described above is in conformity with the following documents:	
	Document No.:	Title:
		Edition/date of issue:
5)		



	_____	_____	_____
	_____	_____	_____
6)	Additional information: _____		
	_____		
Signed for and on behalf of:			
	_____		
	_____		
	(Place and date of issue)		
7)	_____	_____	
	(Name, function)	(Signature)	



**PER REGISTERED POST**

Financijska agencija  
Mažuranićevo šetalište 24B  
21000 Split  
Hrvatska (Croatia)

Nadležni trgovački sud \_ Trgovački sud u Splitu  
Poslovni broj spisa \_ St-273/2022  
O03 Prijava tražbine vjerovnika u predstečajnom postupku (čl. 36. SZ)

Zoetermeer, 16 June 2022

Your Ref: Q-23079 / Helicopter refueling system for NB487  
Subject: pre-bankruptcy proceedings invoice no.55930; 55931; 56571; 56573

Dear Sirs,

Herewith we file our claim form (O03 Prijava tražbine vjerovnika u predstečajnom postupku (čl. 36. SZ)) in the abovementioned bankruptcy proceedings regarding:

Brodogradevna Industrija Split dioničko društvo  
OIB \_ 18556905592  
Adresa / sjedište \_\_Put Supavla 21, 21000 Split

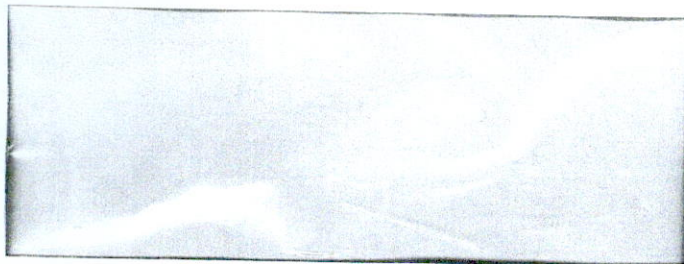
Best regards,



Martin Debrichy  
Legal Counsel  
+31620418215



Bleiswijkseweg 51  
2712 PB Zoetermeer  
the Netherlands  
doedijns.com



DOEDIJNS BV  
31620418215  
DOEDIJNS BV  
BLEISWIJKSEWEG 51  
2712PB ZOETERMEER  
NETHERLANDS

1 KG

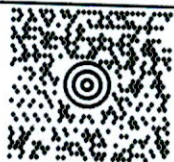
1 OF 1

SHP#: E91Y 793B 77Q  
SHP WT: 0.5 KG  
SHP DWT: 0.5 KG  
DATE: 16 JUN 2022

SHIP TO:

FINANCIJSKA AGENCIJA  
620418215  
FINANCIJSKA AGENCIJA  
MAZURANICEVO SETALISTE 24 B  
21000 SPLIT  
CROATIA

FINANCIJSKA AGENCIJA  
REGIONALNI CENTAR SPLIT 3  
Neposredno, poštom (obično - preporučeno)  
Primljeno: 21-06-2022  
Br.pošiljke \_\_\_\_\_ potpis \_\_\_\_\_



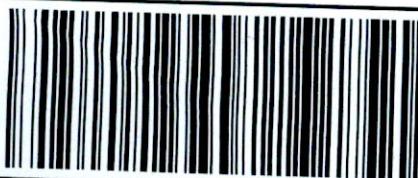
HRV 848 2-05



UPS SAVER

TRACKING #: 1Z E91 Y79 04 0089 3010

1P



BILLING: P/P  
DESC: Documents

EDI



XOL 22.06.16

NV46 25.0A 06/2022

Engineering your ambitions