

RP

RAŠICA & PARTNERI d.o.o. / RAŠICA & PARTNERS Ltd.
Odvjetničko društvo / Law Firm

FINANCIJSKA AGENCIJA Središte / Head office, Praška ulica 10, HR-10 000 Zagreb,
ODSJÉK ZA PRIJEM, EVIDENTIRANJE: +385 1 889 10 27, E: info@rasica.eu, W: www.rasica.eu
I POHRANU OSNOVA ZA PLAĆANJE

Z A G R E B

06-06-2025

Pisarnica u Dubrovniku / Dubrovnik Office, Atlant Centar,
Dr. Ante Starčevića 24, HR-20 000 Dubrovnik,
T: +385 20 311 052

PREDSTEČAJNE NAGODBE
PRIMANJE I OTPREMA POŠTE

KLASA:

UR. BROJ:

D41-4

FINANCIJSKA AGENCIJA

Vukovarska ulica 70
10 000 Zagreb

Dužnik: **BRODOSPLIT d.d.**, OIB: 18556905592, Ulica Velimira Škorpika
11, Zagreb

Nadležni sud i broj spisa: **Trgovački sud u Zagrebu, posl. br. St-1035/2025**

Vjerovnik: **MED TOWAGE & TRANSPORT SERVICES LTD**, OIB:
35225755123, REACH BUILDING, LEVEL 2, TRIQ L-GHAJN
TAN-NOFSTRIQ, MRIEHEL, MALTA, BIRKIRKARA, BKR, 3000
MALTA, zastupano po direktoru Karl Joseph Naudi, svi zastupani po
punomoćniku Viktoru Makovcu, odvjetniku u Odvjetničkom društvu
RAŠICA & PARTNERI d.o.o., Praška ulica 10, Zagreb

PODNEŠAK VJEROVNIKA

Vjerovnik MED TOWAGE & TRANSPORT SERVICES LTD, po punomoćniku Viktoru Makovcu, odvjetniku u Odvjetničkom društvu RAŠICA & PARTNERI d.o.o., Praška ulica 10, Zagreb, u prilogu ovog podneska dostavlja:

1. punomoć za zastupanje,
2. ispunjeni obrazac prijave tražbine u predstečajnom postupku (Obrazac 3),

Trgovački sud u Zagrebu / Commercial Court in Zagreb, MBS 081181530,
Temeljni kapital / The Share Capital: 350.000,00 HRK / 46.452,98 €

OIB/PIN: 76328800689, Uprava društva / Managing Director: dr.sc. Marko Rašica, PhD
Članovi društva / Company members:
dr.sc. Marko Rašica, Danko Krznar, Toni Knežević, Domagoj Mrčelić & Viktor Makovac

Račun / The account No.: S.W.I.F.T. / BIC: ZABAHR2X, IBAN: HR3323600001102704797 Zagrebačka banka d.d.
Račun / The account No.: S.W.I.F.T. / BIC: ESBCHR22, IBAN: HR2324020061101128967 Erste&Steiermärkische Bank d.d.

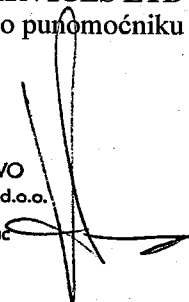
PDV/VAT BR./NO.: HR76328800689

3. pravomoćno rješenje o ovrsi Trgovačkog suda u Zagrebu, posl.br. Ovr-141/2024, od 6. prosinca 2024.,
4. ispunjeni obrazac prijave tražbine u predstečajnom postupku (Obrazac 3),
5. ovjereni prijevod arbitražnog pravorijeka u odnosu na tražbinu na ime troškova arbitražnog suda (toč. C pravorijeka, str. 13)
6. ispunjeni obrazac prijave tražbine u predstečajnom postupku (Obrazac 3),
7. ovjereni prijevod arbitražnog pravorijeka u pogledu odluke o troškovima arbitražnog postupka.

Zagreb, 6. lipnja 2025.

MED TOWAGE & TRANSPORT SERVICES LTD
po punomoćniku

ODVJETNIČKO DRUŠTVO
RAŠICA & PARTNERI d.o.o.
Zagreb, Praška 10
Odvjetnik Viktor Makovac



PUNOMOĆ

/Power of attorney/

Ovlašćujemo da nas pravno zastupa

/We empower to legally represent us/

Viktor Makovac, odvjetnik u
Odvjetničkom društvu RAŠICA & PARTNERI d.o.o. u Zagrebu, Praška ulica 10
/Viktor Makovac, Attorney at Law, RAŠICA & PARTNER Ltd., in Zagreb, Praška ulica 10/

u pravnoj stvari
/in legal matter of/ MED TOWAGE & TRANSPORT SERVICES LTD, OIB: 35225755123

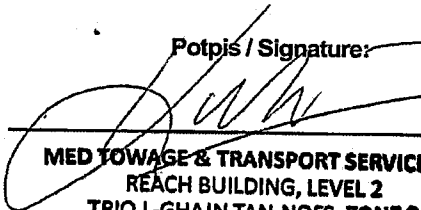
protiv
/against/ BRODOGRAĐEVNA INDUSTRIJA SPLIT, d.d., OIB: 18556905592

koji se vodi kod
/which is processed at/ TRGOVAČKI SUD U ZAGREBU, posl. br. St-1035/2025

radi
/for/ prijave tražbine u predstečajnom postupku i zastupanja

Ovlašćujem(o) ga (njih), da me (nas) zastupa(ju) u svim mojim (našim) pravnim poslojima u
/We empower him (them) to represent us in all my (our) legal matters in .../
sudu i izvan suda, kao i kod svih drugih tijela radi zaštite prava i na zakonu osnovanih
/...the court and outside of it, like in any other.../ government bodies, and to, for my (our) protection and realization of rights and legally based.../
interesa poduzima(ju) sve pravne radnje i upotrijebi(e) sva po zakonu predviđena sredstva, a
/...interests, take all legal actions and use all legally determined means and/
naročito da podnosi(e) tužbe, prijedloge i ostale podneske
/...particularly to arraign claims, proposals, and other legal reports..../

Potpis / Signature:



MED TOWAGE & TRANSPORT SERVICE Ltd
REACH BUILDING, LEVEL 2
TRIQ L-GHAJN TAN-NOFS, ZONE 3
CENTRAL BUSINESS DISTRICT
BIRKIRKARA C9D3060 - MALTA
MED TOWAGE & TRANSPORT SERVICES LTD, OIB: 35225755123
Naziv / Name: MED TOWAGE & TRANSPORT SERVICES LTD
VAT CODE: MT/2617-6525
k capitals

Karl Joseph Naudi, direktor

Funkcija / Corporate title

03/06/2025

Datum / Date

FINANCIJSKA AGENCIJA

OIB: 85821130368

Vukovarska 70, Zagreb

(adresa nadležne jedinice)

Nadležni trgovački sud Trgovački sud u Zagrebu

Poslovni broj spisa St-1035/2025

PRIJAVA TRAŽBINE VJEROVNIKA U PREDSTEČAJNOM POSTUPKU

PODACI O VJEROVNIKU:

Ime i prezime / tvrtka ili naziv

MED TOWAGE & TRANSPORT SERVICES LTD

OIB 35225755123

Adresa / sjedište

REACH BUILDING, LEVEL 2, TRIQ L-GHAJN TAN-NOFSTRIQ, MRIEHEL, MALTA, BIRKIRKARA

PODACI O DUŽNIKU:

Ime i prezime / tvrtka ili naziv

BRODOGRAĐEVNA INDUSTRIJA SPLIT, dioničko društvo

OIB 18556905592

Adresa / sjedište

Ulica Velimira Škorpika 11, Zagreb

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)

Arbitražna odluka od 6.2.2023.

Iznos dospjele tražbine 24.500,00 (euro)

Glavnica 21.928,00 (euro)

Kamate 2.572,00 (euro)

Iznos tražbine koja dopijeva nakon otvaranja predstečajnog postupka
(euro)

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

Arbitražna odluka od 6.2.2023.

Vjerovnik raspolaže ovršnom ispravom ☒ NE ☒ za iznos _____ (euro)

Naziv ovršne isprave

PODACI O RAZLUČNOM PRAVU:

Pravna osnova razlučnog prava

Dio imovine na koji se odnosi razlučno pravo

Iznos tražbine _____ (euro)

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

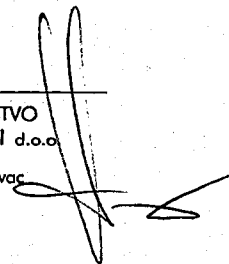
Izlučni vjerovnik pristaje da se izdvoji predmet na koji se odnosi njegovo izlučno pravo radi provedbe plana restrukturiranja PRISTAJEM ☐ NE PRISTAJEM ☐

Mjesto i datum

Zagreb, 4. lipnja 2025.

Potpis vjerovnika

ODVJETNIČKO DRUŠTVO
RAŠICA & PARTNERI d.o.o.
Zagreb, Praška 10
Odvjetnik Viktor Makovac



Ovaj se prijevod sastoji od
20 stranica
Br. ov.: 219-1/2023
Datum: 25. srpnja 2023.

Ovjereni prijevod s engleskog jezika



Str. 1/20
Br. ov.: 219-1/2023
Datum: 25. 7. 2023.

CHEESWRIGHTS
JAVNI BILJEŽNICI, PARTNERSTVO

SVIMA KOJIMA OVA ISPRAVA BUDE PREDOČENA, JA, JAVNI BILJEŽNIK **EDWARD GARDINER**, City of London, Engleska, **JAVNI BILJEŽNIK** propisno ovlašten i zaprisegnut s dozvolom za rad u Engleskoj i Walesu, OVIME POTVRĐUJEM istinitost potpisa koji je na priloženu arbitražnu odluku vlastoručno stavio **ALAN PETER OAKLEY**, arbitar koji je naveden u ispravi.

U POTVRDU NAVEDENOG, ja, javni bilježnik, stavljam svoj potpis i službeni pečat, u Londonu, u Engleskoj, na današnji dan, dvanaestog srpnja dvije tisuće dvadeset treće godine.

/suhi žig/

/potpis nečitljiv/

/tekst na dnu stranice ispušten je kao nepotreban, op. prev./

APOSTILLE (Convention de la Haye du 5 octobre 1961)	
Ujedinjeno Kraljevstvo Velike Britanije i Sjeverne Irske	
Da je ovo javna isprava	
2. koju je potpisao	Edward Gardiner
3. u svojstvu	javnog bilježnika
4. ovjerena pečatom/žigom	navedenog javnog bilježnika
tvrdi	
5. u Londonu	6. dana 13. svibnja 2023.
7. glavni državni tajnik Njegova Velikanstva za vanjske poslove i poslove Commonwealtha	
8. pod brojem APO-8MTU-VQZC-JJ02-6H5N	
9. Pečat/žig: <i>/tekst pečata: Ured za vanjske poslove i poslove Commonwealtha, London/</i>	10. Potpis: A. Khan <i>/potpis nečitljiv/</i>

Ova Apostille ne smije se koristiti u Ujedinjenom Kraljevstvu i potvrđuje isključivo istovjetnost potpisa, pečata ili žiga na priloženoj javnoj ispravi izdanoj u Ujedinjenom Kraljevstvu. Ne potvrđuje autentičnost priložene isprave. Apostille koje su priložene ispravama koje su fotokopirane i ovjerene u Ujedinjenom Kraljevstvu ovjeravaju samo potpis javnog službenika u Ujedinjenom Kraljevstvu koji je ovjerio ispravu te ni na koji način ne ovjeravaju potpis na izvornoj ispravi niti sadržaj izvorne isprave.

Koristi li se ova isprava u zemlji koja nije potpisnica Haške konvencije od 05. listopada 1961., predočava se konzularnom odjelu koji predstavlja tu zemlju.

Za provjeru ove potvrde Apostille vidi www.verifyapostille.service.gov.uk

/pečat/
/suhi žig/

Ja, g. Brian Rudie de Randamie, javni bilježnik za građansko-pravne poslove u Rotterdamu (Nizozemska), pregledao sam potpis g. Rutgera Alexandera Davida Blaauwa na priloženoj ispravi radi provedbe ovjere potpisa.

Ovom ovjerom potvrđujem jedino potpis g. Rutgera Alexandera Davida Blaauwa, ali ne iznosim mišljenje o sadržaju priloženog dokumenta.

Potpisano u Rotterdamu na današnji dan, 5. srpnja 2023.

/pečat javnog bilježnika g. B. R. de Randamie/

/potpis nečitljiv/

A P O S T I L L E

(Convention de La Haye du 5 Octobre 1961)

1. Zemlja: NIZOZEMSKA
Da je ova javna isprava
2. koju je potpisao **g. B. R. de Randamie**
3. u svojstvu javnog bilježnika u Rotterdamu
4. ovjerena pečatom/žigom navedenog javnog bilježnika

tvrdi

5. u Rotterdamu
6. dana 5. 7. 2023.
7. voditelj pisarnice Okružnog suda u Rotterdamu
8. pod brojem 23-5302
9. Žig/pečat

10. Potpis:

W. N. Kole
/potpis nečitljiv/

/pečat: Rechtbank Amsterdam/

**NA TEMELJU ZAKONA O ARBITRAŽI IZ 1996. GODINE
U ARBITRAŽNOM PREDMETU**

između

**Tužitelja/Brodovlasnika
MED TOWAGE & TRANSPORT SERVICES LTD**

**Tuženika/Zakupca
BRODOSPLIT D.D.**

Konsolidirani arbitražni postupci o sporovima koji su proizašli iz sljedećih brodarskih ugovora:

- 1. Brodarski ugovor za motorni tegljač „STORIONE“ od 15. prosinca 2021.**
- 2. Brodarski ugovor za teglenicu „GOLIA“ od 12. prosinca 2021.**

KONAČNI ARBITRAŽNI PRAVORIJEK

Budući da:

1. Na temelju brodarskog ugovora prema obrascu BIMCO SUPPLYTIME 2017 i brodarskog ugovora prema obrascu BARGEHIRE 2008, oba s izmjenama i dopunama zabilježenima u jednoj bilješci o zaključenju ugovora od 14. studenog 2021. godine (zajedno „Brodarski ugovori“), Brodovlasnik se obvezao staviti na raspolaganje svoj tegljač „STORIONE“ („Tegljač“) zajedno s teglenicom s ravnom platformom „GOLIA“ („Teglenica“)

Zakupcu na početno razdoblje zakupa od 30 dana, pri čemu Zakupac ima pravo iskoristiti mogućnost „*minimalnog*“ produženja od 7 dana (ako su mu bili potrebni dodatni rokovi za isporuku robe), pri čemu će navedena plovila biti isporučena i vraćena u Luku Split, u Hrvatskoj. Tegljačem i Teglenicom trebali su upravljati Brodovlasnik i Zakupac kao jedna jedinica (koju ćemo zajedno nazvati „Konvoj“), pri čemu su Brodarski ugovori izvršavani usporedno i bili su efektivno ovisni jedan o drugom, što objašnjava zašto su ovi arbitražni postupci konsolidirani na temelju sporazuma stranaka. Brodovlasnik i Zakupac iste su stranke u obama Brodarskim ugovorima.

2. U obama Brodarskim ugovorima i bilješki o zaključenju ugovora utvrđeno je da će se sporovi koji iz njih proiziđu uputiti na arbitražu u London, u skladu s engleskim zakonodavstvom, a uključuju i klauzulu o rješavanju sporova BIMCO koja propisuje primjenu trenutno važećih Uvjeta Londonske udruge za pomorsku arbitražu (engl. *London Maritime Arbitration Association*, „LMAA“) u svim arbitražnim postupcima.

3. Došlo je do spora između stranaka i 11. ožujka 2022. godine Brodovlasnik je mene, Alana Oakleyja, imenovao svojim arbitrom. Zakupac je potom imenovao gospodina Dona Marshalla svojim arbitrom, iako se on ubrzo povukao s ove funkcije kada je došlo do problema zbog sukoba interesa. Zakupac je zatim imenovao gospodina Rutgera Blaauwa svojim arbitrom, čije je imenovanje prihvatio Brodovlasnik.

4. U skladu sa st. 6. Uvjeta LMAA iz 2021. godine koji se primjenjuju na ovu arbitražu, ovi arbitražni postupci provode se u skladu s engleskim zakonodavstvom, a mjesto arbitraže je u Engleskoj.

5. Stranke su naknadno razmijenile podneske koji sadrže tužbene zahtjeve, obranu i odgovore, nakon čega su obje strane dostavile završne podneske. Nijedna strana nije zatražila saslušanje.

6. Objе su strane zastupali branitelji. Brodovlasnik je imenovao društvo Chiotelis & Co iz Pireja, dok je Zakupac imenovao društvo Bezmalinovic Legal Ways B.V. iz Rotterdama.

7. S obzirom na skromnost zahtjeva Brodovlasnika, nećemo detaljno navoditi argumente stranaka, iako ćemo objasniti svoje odluke i uputi na dokaze koji ih podupiru. Nadalje, nećemo navoditi opširne klauzule Brodarskih ugovora, osim ako su izravno relevantne za naše odluke.

8. Brodovlasnik u svojim podnesenim tužbenim zahtjevima zahtijeva naknadu u iznosu od 57.960,60 eura koja uključuje iznos zakupnine, dodatne troškove i naknade nastale zbog promjene mjesta vraćanja plovila te razlike između cijena goriva prilikom isporuke i vraćanja plovila. Također je zahtijevao isplatu kamata i troškova. Zakupac je poricao odgovornost.

9. U ovom trenutku trebamo objasniti da je Zakupac, prije nego što je dostavio svoje podneske obrane, podnio zahtjev da se postupci odgode zbog trenutnih predstečajnih postupaka koji se protiv njega vode u Hrvatskoj. Međutim, odbili smo odobriti zahtjev jer nas nije uvjerio da imamo ovlasti odgoditi postupke u okolnostima koje je naveo u svom zahtjevu. Stoga smo zahtjev odbili, a Zakupac je potom dostavio svoje podneske obrane i završne podneske kao što mu je naloženo.

10. Brodovlasnik je dostavio Godišnje financijsko izvješće od 31. svibnja 2022., u kojem je naveo svoje kombinirane poslovne račune vezane uz Brodarske ugovore koji su se, prema njegovim dokazima, provodili od 14. siječnja do 3. ožujka 2022. godine, uključujući jedno produljenje od 7 dana, plus sporni period od 6 dana za koji je Brodovlasnik tvrdio da bi trebao biti tretiran kao treće produljenje od 7 dana. Zakupac je tvrdio da se vraćanje plovila trebalo odviti mnogo ranije, odnosno 24. veljače 2022., što je bio posljednji dan prvog produljenja zakupa od 7 dana. U biti, Zakupac je tvrdio da je Brodovlasnik odgodio Konvoj kako bi posljednji teret mogao biti istovaren tek nakon 24. veljače 2022., što je (kako je tvrdio Brodovlasnik) pokrenulo dodatno produljenje zakupa do 3. ožujka 2022. godine.

11. Stoga, srž spora su zakupnina i troškovi za koje Brodovlasnik tvrdi da su nastali nakon 24. veljače 2022., o kojima raspravljamo kako slijedi:

Iznos zakupnine:

12. Brodovlasnik je zahtijevao zakupninu za razdoblje od 7 dana, od 25. veljače do 3. ožujka 2022. godine (prema njegovim tvrdnjama, radilo se o „drugom“ produljenju od 7 dana koje je iskoristio Zakupac), kako slijedi:

- i) za Tegljač po cijeni od 3.500 eura dnevno x 7 dana = 25.500 eura
- ii) za Teglenicu po cijeni od 2.500 eura dnevno x 7 dana = 17.500 eura
- iii) ukupno = 42.000 eura

13. Relevantne odredbe Brodarskih ugovora bile su sljedeće:

a) BIMCO SUPPLYTIME 2017

I. dio

8. Luka ili mjesto vraćanja plovila/obavijest o vraćanju (Klauzula 2. (d)):

(i) Luka ili mjesto vraćanja plovila: SPLIT, HRVATSKA

Opcija za Zakupca: Dogovor oko sidrišta koje će biti dovoljno sigurno za pristup tegljača GSB AAA

(ii) Obavijest o vraćanju šalje se: 15 dana unaprijed

9. Razdoblje zakupa (Kl. 1. (a)): Najmanje 30 kalendarskih dana

17. Namjena plovila ograničena na (navesti prirodu usluga) (Kl. 6. (a)):

Tegljenje i Opće pomoćne usluge za teglenicu GOLIA tijekom prijevoza tereta

20. Zakupnina (Kl. 12. (a), (d), (e) i Kl. 33 (e)):

(i) Cijena i valuta

3.500,00 eura po kalendarskom danu + PDV po danu pro rata (PDPR) ako je primjenjivo za navigaciju i pomoć na licu mjesta

1.500,00 eura po kalendarskom danu + PDV po danu pro rata ako je primjenjivo za razdoblje čekanja ...

21. Produljenje zakupa (ako je ugovoreno, navesti iznos) (Kl. 12. (b)):

(i) Razdoblje produljenja

Produljenje od najmanje 7 kalendarskih dana, uz obvezu slanja obavijesti o vraćanju

(ii) Obavijest o korištenju opcije produženja potrebno je poslati (dana) 7 dana unaprijed.

II. dio

1. Razdoblje zakupa (b): Podložno uvjetima iz Kl. 12. st. b) (Zakup i plaćanja - Produljenje zakupa), Zakupci imaju mogućnost produženja Razdoblja zakupa na razdoblje koje neposredno slijedi razdoblje zakupa, u trajanju navedenom u Polju 10. (i), ali ova se opcija mora prijaviti u skladu s Poljem 10. (ii).

(c) Razdoblje zakupa automatski će se produžiti za vrijeme potrebno za završetak putovanja ili bušenja, ispitivanja, dovršavanja i/ili napuštanja pojedinačne bušotine, uključujući bilo koja sporedna bušenja u tijeku (kako je navedeno u Polju 11. (i)), a navedeni produžetak ne smije biti duži od razdoblja navedenog u Polju 11. (ii). Zakupci ne smiju naložiti Plovilu da započne putovanje ili bušenje, osim ako razumno očekuju da će predmetni postupak završiti unutar Razdoblja zakupa.

2. Isporuka i vraćanje: (d) Vraćanje - Plovilo će biti vraćeno po isteku ili ranijem prestanku ovog Brodarskog ugovora 74, bez tereta, s teretnim spremnicima očišćenima u skladu s primjenjivim industrijskim standardima, u luku ili mjesto navedeno u Polju 8. (i) ili u drugu luku ili mjesto prema međusobnom dogovoru stranaka. Zakupci će obavijest o namjeri vraćanja Plovila poslati pismenim putem najmanje u roku od (broj dana) navedenom u Polju 8. (ii).

b) BIMCO BARGEHIRE 2008

I. dio

13. Trajanje Brodarskog ugovora (ako postoje, također navesti opcije) (Kl. 2.)

Najmanje 30 kalendarskih dana

Produljenja od najmanje 7 kalendarskih dana, uz obvezu slanja obavijesti 7 dana unaprijed i u svakom slučaju uz obvezu slanja obavijesti o vraćanju.

15. Luka ili mjesto vraćanja (Kl. 22.)

SPLIT – HRVATSKA

Opcija za Zakupca: Dogovor oko sidrišta koje će biti dovoljno sigurno za pristup tegljača GSB AAAA

21. Iznos po danu po balastnom inženjeru (Kl. 14.)

1.500,00 eura po kalendarskom danu + putni troškovi prema stvarnom trošku

24. Zakupnina (Kl. 15. (a))

2.500,00 eura po kalendarskom danu + PDV, ako je primjenjivo po danu pro rata (PDPR)

Dodatna razdoblja plaćaju se 2.500,00 eura po kalendarskom danu + PDV, ako je primjenjivo...

OČEKIVANO TRAJANJE ZAKUPA: Ugovoreno minimalno razdoblje od 30 dana od predaje, uz eventualna produljenja od tjedan dana koja predstavljaju opciju za Zakupca, uz prethodnu obavijest od najmanje 7 dana unaprijed i uz obvezu slanja obavijesti o vraćanju.

MJESTO ISPORUKE: SPLIT, HRVATSKA, sidrište koje će biti dogovoreno AAAA

MJESTO VRAĆANJA: SPLIT, HRVATSKA, sidrište koje će biti dogovoreno AAAA

SLANJE OBAVIJESTI O VRAĆANJU/RANIJEM VRAĆANJU: 15-7-3 dana unaprijed.

14. Zakupi su stoga bili ugovoreni na minimalno 30 kalendarskih dana, pri čemu je Zakupac imao mogućnost produžetka za minimalno 7 kalendarskih dana, uz obvezu slanja obavijesti o vraćanju.

15. Za ovaj su tužbeni zahtjev relevantni sljedeći datumi:

i) Dana 14. siječnja 2022. godine (u 08:00), Konvoj je stigao u Split i isporučen je Zakupcu u skladu s povezanim Brodarskim ugovorima.

ii) Dana 2. veljače 2022. Zakupac je poslao obavijest o vraćanju 15 dana unaprijed za vraćanje plovila 17. veljače, *u slučaju ako ne bude potrebno dodatno produljenje od 7 dana.*

iii) Također, 2. veljače 2022. (u 12:21 po lokalnom vremenu), Brodovlasnik je obustavio oba Brodarska ugovora zbog neplaćanja najma od strane Zakupca.

iv) Dana 6. veljače 2022. Brodovlasnik je zaprimio uplatu za neplaćeni zakup i u 12:28 po lokalnom vremenu ukinuo obustave.

v) Dana 7. veljače 2022. Zakupac je obavijestio Brodovlasnika o produženju razdoblja zakupa za 7 dana, pri čemu je datum vraćanja 24. veljače („prvo produljenje od 7 dana“).

vi) Dana 24. veljače 2022. Zakupac je obavijestio Brodovlasnika da je Konvoj na putu prema gradilištu u okviru posljednjeg putovanja. Također ga je obavijestio o tome da će iskoristiti dodatno produljenje za 2 dana u odnosu na redovan datum vraćanja, zbog čega će se vraćanje odviti 26. veljače, pri čemu je mjesto vraćanja promijenjeno iz Splita u Ston: vidi

„Ovim putem dostavljamo obavijest o tome da je teglenica na putu prema gradilištu u Stonu. Naša je namjera istovariti segmente sutra i osloboditi teret kada završimo sve dogovorene formalnosti.

... Teglenica će biti slobodna nakon što se svi segmenti istovare, a najkasnije do 26. veljače“.

vii) Kasnije, 24. veljače 2022. Brodovlasnik je odbio prijedlog Zakupca da se Konvoj vrati u Stonu 26. veljače i naveo nekoliko kršenja Brodarskih ugovora, poput promjene luke vraćanja, poštivanja obveze trajanja produljenja od minimalno 7 dana i obveze slanja obavijesti o vraćanju 7 dana unaprijed.

viii) Dana 25. veljače 2022. Brodovlasnik je ponovno obustavio Brodarske ugovore zbog neuspjeha Zakupca da formalno produži Brodarske ugovore za minimalno 7 dana i plati zakup za to razdoblje (od 25. veljače do 3. ožujka 2022.), iako je ta obustava ubrzo nakon toga poništena iz poslovnih razloga, kada su strane pokušale riješiti nesuglasice.

ix) Dana 28. veljače 2022. Zakupac je od Brodovlasnika zatražio upute za odgovarajuću alternativnu luku vraćanja.

x) Dana 1. ožujka 2022., nakon što je Zakupac pristao na određene uvjete, Brodovlasnik je naredio Konvoju da otplovi prema Dubrovniku kako bi mu bio vraćen.

16. Iz ovog dokaza proizlazi da (i) Zakupac nije formalno proglasio da će iskoristiti daljnje produljenje od minimalno 7 dana, odnosno za razdoblje od 26. veljače do 3. ožujka 2022. i (ii) Brodovlasnik nije bio spreman prihvatiti prijedlog Zakupca za vraćanje Konvoja u Ston.

17. Vezano uz prvu točku u kojoj je navedeno da Zakupac nije formalno proglasio da će iskoristiti drugo minimalno produljenje od 7 dana za razdoblje od 26. veljače do 3. ožujka 2022., zaključujemo da je bio obavezan to učiniti, unatoč činjenici tome što je mislio da može poslati obavijest o vraćanju 2 dana unaprijed, prema kojem bi vraćanje bilo 26. veljače. U svakom slučaju, dokazano je da nije mogao istovariti teret i vratiti Konvoj u ugovorenoj Luci Split i da mu je bilo potrebno produljenje za punih 7 dana, bez obzira na to što to nije formalno zatražio.

18. S obzirom na odredbe obaju Brodarskih ugovora u vezi s mogućnošću Zakupca da koristi produljenja, zaključujemo da (i) svako produljenje mora biti minimalno 7 dana, (ii) da je Zakupac bio dužan poslati obavijest o vraćanju prije isteka 7. dana takvog produljenja, pri čemu je bio obavezan platiti zakup za punih 7 dana, (iii) da je Zakupac bio obavezan vratiti Konvoj u skladu s uvjetima Brodarskih ugovora, odnosno u Splitu, pri čemu je za vraćanje u drugoj luci trebao odobrenje Brodovlasnika, i (iv) da je u nedostatku formalnog proglasa Zakupca o korištenju produljenja od minimalno 7 dana, u slučaju da Konvoj nije mogao biti vraćen prema prethodnom produljenju (u ovom slučaju, do 25. veljače 2022.), automatski nastupilo daljnje produljenje od minimalno 7 dana za koje je Zakupac dužan platiti najam za cijelo razdoblje produljenja.

19. Što se tiče druge točke, ističemo da je Zakupac bio obavezan vratiti Konvoj u Split.

20. Dokazano je da je 1. ožujka 2022. godine (u 10:03 po lokalnom vremenu) Brodovlasnik pristao narediti Konvoju da otplovi prema Dubrovniku kako bi bio vraćen. Međutim, to je učinio pod uvjetom da Zakupac „prihvati promjenu mjesta vraćanja, SAMO AKO a) bude moguće potpuno obnoviti teglenicu u Stonu i natočiti dizel gorivo bez trošarina i PDV-a, b) ako Zakupac plati ekvivalentnu naknadu za tranzit od Stona do Splita na ime povećanih troškova demobilizacije, jednodnevni zakup za tegljač, jednodnevni zakup za teglenicu i odgovarajuće troškove osiguranja i c) ako Zakupac plati 3000 kg dizel goriva po cijeni ekvivalentnoj posljednjoj cijeni opskrbe broda brodskim gorivom prije vraćanja i odlaska u inozemstvo, kao ekvivalent potrošnji za tranzit od Stona do Splita na ime povećanih troškova demobilizacije“.

21. Brodovlasnik se pozvao na slučajeve *Broghden protiv Metropolitan Railway Co (1877)* 2. žalbeni slučaj 666; *Taylor protiv Allon [1966]* 1 Q.B. 304, 311, *Nissan UK Ltd protiv Nissan Motor Manufacturing (UK) Ltd [1994]* Lexis Citation 1710) i *Nicolene protiv Simmonds [1953]* 1 Q.B. 543 CA /prizivni sud, op. prev./ kako bi podržao sve tvrdnje da je Zakupac prihvatio uvjete koje je on nametnulo u zamjenu za svoju suglasnost za nastavak plovidbe prema Dubrovniku. S obzirom na to da je Zakupac 2. ožujka 2022. godine naredio zapovjedniku broda i agentu da Konvoj nastavi plovidbu prema Dubrovniku kako bi bio vraćen, Brodovlasnik je konstatirao da je Zakupac prihvatio njegove uvjete.

22. Dana 3. ožujka 2022. Konvoj je pristao u Dubrovniku, a tegljač je tada opskrbljen gorivom, ocarinjen i vraćen Brodovlasniku u 14:00 po lokalnom vremenu.

23. Unatoč svim relevantnim dokazima i argumentima koje su strane pružile u vezi s događajima nakon 24. veljače 2022., dolazimo do jednog neizbježnog zaključka, a to je da je (i) Zakupac u razdoblju od 25. veljače do 3. ožujka 2022. praktički koristio drugi produžetak od minimalno 7 dana i (ii) da Zakupac za to razdoblje mora platiti punu zakupninu. Naime, dokazano je da je Zakupac pokušao vratiti Konvoj u Ston 1. ili 2. ožujka 2022. ili oko tih datuma, što nije bio ovlašten učiniti.

Kako bismo ovo objasnili, navodimo da bi Zakupac, u slučaju da je vratio Konvoj u Ston, bio u povredi Brodarskih ugovora koja bi dovela do njihova raskida. U takvim okolnostima, zakup bi i dalje tekao dok (i) Zakupac ne vrati Konvoj u Split u skladu s odredbama Brodarskih ugovora ili (ii) dok Brodovlasnik ne prihvati vraćanje Konvoja u drugu luku (što je učinio tek 1. ili 2. ožujka 2022., iako nametanjem uvjeta za koje tvrdi da ih je Zakupac prihvatio: vidi dolje).

24. Prema tome, Konvoj je u svakom slučaju provodio operacije u skladu s Brodarskim ugovorima do 14:00 po lokalnom vremenu 2. ožujka 2022., kada je vraćen u Dubrovnik uz suglasnost Brodovlasnika. Iz toga proizlazi da je argument Zakupca da je Konvoj mogao biti vraćen 24. (ili čak 26.) veljače u Ston neutemeljen, bez obzira na to je li Brodovlasnik odgodio putovanje, kao što je tvrdio Zakupac (iako nismo pronašli dokaze koji bi podržali tvrdnje Zakupca u tom pogledu).

25. Stoga je jedino pitanje koje trebamo riješiti to je li Zakupac dužan platiti puno razdoblje drugog minimalnog produljenja od 7 dana: vidi završnu izjavu Brodovlasnika od 31. svibnja 2022. godine.

26. Dokazi pokazuju da Zakupac nikada nije ponudio vraćanje Konvoja na ugovornom pristaništu u Splitu. Stoga je svako stajalište da je Zakupac 24. veljače 2022. mogao produžiti ugovore za 2 dana i vratiti Konvoj u Ston pogrešno. Budući da je Konvoj vraćen tek 2. ožujka u 14:00 po lokalnom vremenu, jasno je da je Zakupac iskoristio veći dio drugog produljenja i stoga je za to razdoblje dužan platiti zakupninu kako je tvrdio Brodovlasnik.

27. Stoga smo odlučili da Brodovlasniku pripada odšteta u iznosu od 42.000 eura za neplaćeni najam do 3. ožujka 2022. kada je Konvoj zakonito vraćen uz suglasnost Brodovlasnika.

28. Također bismo dodali da su razlozi Brodovlasnika za odbijanje prihvata vraćanja plovila u Stonu irelevantni. To nije bila ugovorna luka i o tome više ne treba sporiti.

S obzirom na sve, pretpostavljamo da je valjano objašnjenje Brodovlasnika da luka nije bila pogodna za carinjenje, imigracijske poslove i opskrbu gorivom i da jednostavno nije bilo moguće prihvatiti vraćanje u toj luci.

Dodatni troškovi:

29. Iz razloga objašnjenih u naprijed navedenoj točki 8., Brodovlasnik je zahtijevao naknadu za sljedeće dodatne troškove koji su bili uvjet za njegovo davanje pristanka za prihvrat vraćanja Konvoja u Dubrovnik.

- i) 2.500,00 eura – dodatna zakupnina za Teglenicu za jedan dan
- ii) 42,30 eura – trošak dodatnog osiguranja za Teglenicu za jedan dan
- iii) 3.500,00 eura – dodatna najamnina za Tegljač za jedan dan
- iv) 2.275,00 eura – dodatni trošak goriva
- v) 8.317,50 eura – ukupno.

30. Problem uvjetne naknade bio je predmet spora između stranaka jer Zakupac nije prihvatio da Brodovlasnik treba poslati Konvoj u Dubrovnik kako bi bio vraćen, nego su (prema njegovoj tvrdnji) postojale bliže opcije dostupne Brodovlasniku. Međutim, Zakupac mora shvatiti da je (i) imao obvezu vratiti Konvoj u Split, što je odbio učiniti, (ii) pokušavajući vratiti Konvoj u Ston, bio je u riziku od povrede Brodarskih ugovora koja bi dovela do njihova raskida, pri čemu bi on bio odgovoran za štetu i (iii) Brodovlasnik nije morao prihvatiti vraćanje na drugom mjestu, primjerice, u luci koja je bila bliža Stonu ili u Veneciji (gdje je Brodovlasnik želio poslati Konvoj u tom trenutku) i (iv) dokazi su pokazali da je Zakupac 1. ili 2. ožujka 2022. naredio zapovjedniku broda i agentima da pošalju Konvoj u Dubrovnik kako bi ga vratili, što znači da su na kraju prihvatili prijedloge/uvjete Brodovlasnika za promjenu luke vraćanja. U takvim okolnostima, nije mogao očekivati da neće snositi nikakve troškove za promjenu luke vraćanja, čak i ako je smatrao da je iznos koji je zahtijevao Brodovlasnik bio nepotreban ili prevelik.

31. Nakon što smo razmotrili dokaze, usvajamo odluku da je Zakupac odgovoran za dodatne/uvjetne troškove koje im je obračunao Brodovlasnik i stoga smo zaključili da Zakupac mora platiti iznos od 8.317,50 eura kako je gore navedeno.

Razlika između troškova brodskog goriva prilikom isporuke i vraćanja:

32. Brodovlasnik se pozvao na klauzulu 10.(a) II. dijela ugovora SUPPLYTIME 2017 za plaćanje, pripisivanje i obračun goriva koje ostaje Tegljaču u trenutku isporuke i vraćanja broda, što treba biti provedeno u skladu sa stavcima (c)(i) kl. 10. ili stavcima (c)(ii) kl. 10., kao što je je naznačeno u Polju 19. (ii). Polje 19. (ii) I. dijela Brodarskog ugovora glasi: „Način plaćanja za gorivo: kl. 10(c)(ii)“. Klauzula 10(c)(ii) navodi: „Zakupac će platiti Brodovlasniku, ili će Brodovlasnik pripisati u korist Zakupca, razliku u količini goriva na brodu tijekom isporuke i vraćanja Broda na temelju provedenog pregleda prilikom isporuke i vraćanja (vidi klauzulu 5. (Pregledi, revizije i inspekcije)). U slučaju da je unaprijed ugovorena cijena koju je Zakupac platio za količinu potrošenog goriva ili koju je Brodovlasnik pripisao u korist Zakupca za gorivo u Brodu, ta će cijena biti navedena u Polju 19. (iii). Ako cijena goriva nije unaprijed ugovorena, Polje 19. (iii) će ostati prazno, a bit će plaćena utvrđena cijena u iznosu posljednje opskrbe Broda gorivom“. Iz Polja 19. (iii) proizlazi da je ugovorena cijena goriva jednaka cijeni posljednje opskrbe broda gorivom.

33. Provjera količine goriva prilikom isporuke, koja je obavljena u Splitu 14. siječnja 2022., pokazala je da je u Tegljaču prilikom isporuke bilo 12.550 kg dizelskog goriva i 310 kg maziva, dok je na Teglenici bilo 3.000 kg dizelskog goriva. Provjera količine goriva nakon prestanka Brodarskih ugovora, koja je obavljena u Dubrovniku 2. ožujka 2022., pokazala je da je Tegljač vraćen s 4.800 kg dizelskog goriva i 300 kg maziva, a Teglenica s 3.000 kg dizelskog goriva. Stoga je, prema tvrdnjama Brodovlasnika, razlika u količini goriva na Tegljaču prilikom isporuke i vraćanja bila 7.750 kg dizelskog goriva, za što su Tuženici bili obvezni platiti razliku prema posljednjoj cijeni opskrbe broda gorivom, a koja je iznosila 948 eura po metričkoj toni u Hrvatskoj, što je dokazano relevantnim računom za točenje goriva. Stoga je Brodovlasnik zahtijevao isplatu iznosa od 7.347 eura kao razliku, tj. 7.750 kg x 948 eura.

34. Budući da Zakupac nije objasnio zašto nije platio ovaj iznos Brodovlasniku, zaključujemo da je taj iznos sada potrebno platiti.

Svota:

35. Ukratko, zaključili smo da je Brodovlasnik u potpunosti uspio sa svojim tužbenim zahtjevima i da je Zakupac dužan platiti ukupan iznos od 57.960,60 eura u skladu sa zahtjevima, zajedno s kamatama po komercijalnoj stopi od 7 % godišnje.

Troškovi

36. Konačno, u skladu s uobičajenim pravilom da se troškovi dodjeljuju nakon ishoda postupka, Zakupac je dužan Brodovlasniku platiti razumne troškove vezane uz arbitražu, zajedno s našim troškovima.

SADA MI, Alan Oakley i Rutger Blaauw, preuzimajući na sebe teret ovog arbitražnog postupka, pažljivo i savjesno razmotrivši podneske i dokaze (sve dokumentarne) stranaka i dajući im dužnu važnost te s obzirom na to da smo se usuglasili (zbog čega nije potrebno imenovanje trećeg arbitra: vidi stavak 8. (iv) Uvjeta LMAA iz 2021. godine), **OVIME DONOSIMO, IZDAJEMO I OBJAVLJUJEMO** svoj **KONAČNI ARBITRAŽNI PRAVORIJEK** kako slijedi:

SMATRAMO I OVIM PUTEM IZJAVLJUJEMO da je Brodovlasnikov tužbeni zahtjev u potpunosti uspio i da iznosi 57.960,60 eura. **STOGA ODLUČUJEMO I NALAŽEMO** da:

A) Zakupac odmah mora platiti Brodovlasniku iznos od 57.960,60 eura (pedeset sedam tisuća devetsto šezdeset eura i šezdeset centi), zajedno s kamatama po stopi od 7 % godišnje koje se obračunavaju pro-rata na tromjesečnoj bazi od 3. ožujka 2022. do datuma plaćanja Brodovlasnicima;

B) Zakupac snosi vlastite troškove, kao i troškove Brodovlasnika vezane uz ovaj Konačni arbitražni pravorijek koji ćemo, osim ako nije dogovoreno drugačije, procijeniti mi na temelju odredbi čl. 63. st. 5. Zakona o arbitraži iz 1996. godine u odluci o procijenjenim troškovima (koja će uključivati kamate na dodijeljene troškove), za što ovime zadržavamo svoju nadležnost;

C) Zakupac će platiti naše troškove ovog Konačnog arbitražnog pravorijeka koji iznose 18.450 funti, uz uvjet da, ako je Brodovlasnik platio ove troškove nakon prvostupanjske odluke, ima pravo na neposrednu nadoknadu od Zakupca, zajedno s kamatama po stopi od 7 % godišnje koje se obračunavaju pro-rata na tromjesečnoj bazi od datuma izvršene uplate do datuma isplate nadoknade.

Ovu ispravu vlastoručno potpisujemo u Londonu današnjeg dana, 6. veljače 2023. godine.

/potpis nečitljiv/
Alan Oakley

/potpis nečitljiv/
Rutger Blaauw

Str. 17/20
Br. ov.: 219-1/2023
Datum: 25. 7. 2023.

Izveštaj o identifikaciji

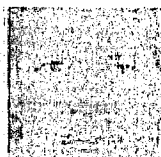
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Pregled rezultata provjere dokumenta

Datum zaprimanja: 5. 7. 2023., u 12:16:11
Zaprimio:
Identifikacijski kod verifikacije: f5710000-a116-a2cb-2432-08db7d519c81

Osobni podaci

Ime	RUTGER ALEXANDER DAVID
Prezime	BLAAUW
Datum rođenja	7. 8. 1969.
Spol	muško
Državljanstvo	nizozemsko



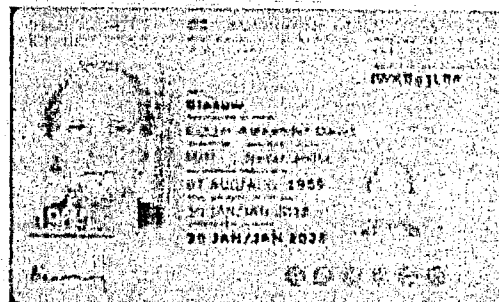
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Fotografija u polju za vizualni pregled osobne iskaznice

Fotografija u čipu osobne iskaznice

Podaci o dokumentu

Vrsta dokumenta	OSOBNIA ISKAZNICA
Broj dokumenta	IWKB93L80
Država izdavatelj	Nizozemska
Datum izdavanja	30. 1. 2018.
Vrijedi do	30. 1. 2018.



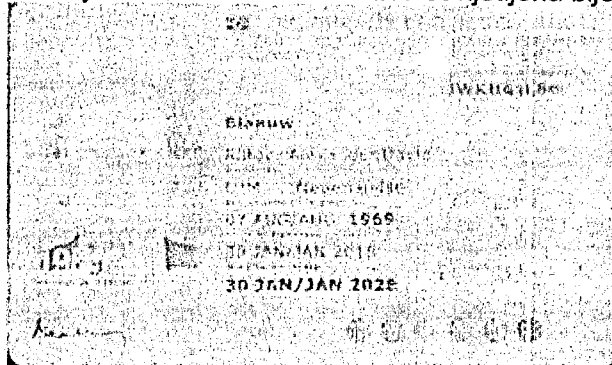
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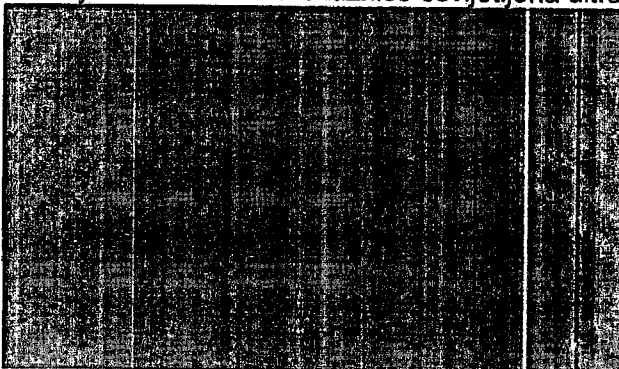
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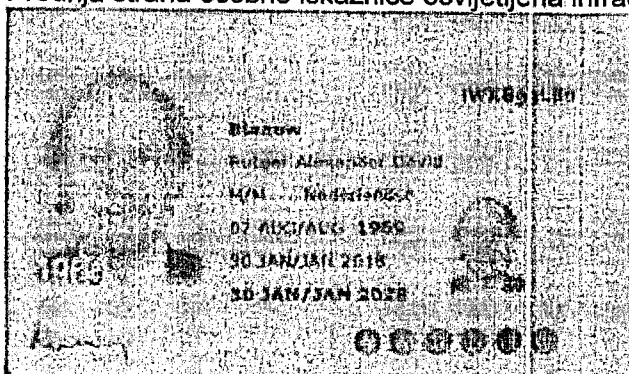
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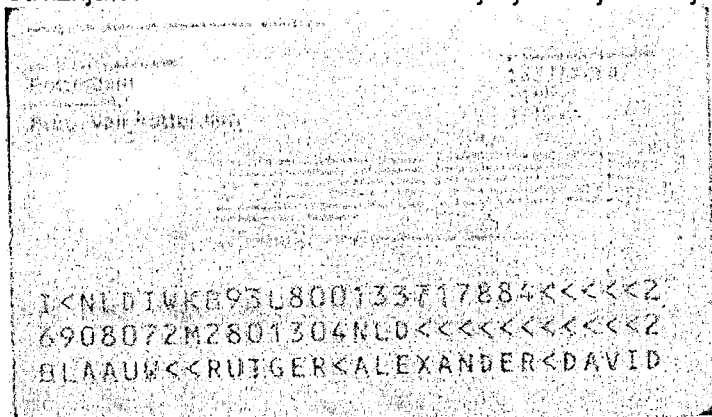
Prednja strana osobne iskaznice osvijetljena ultraljubičastim svjetlom



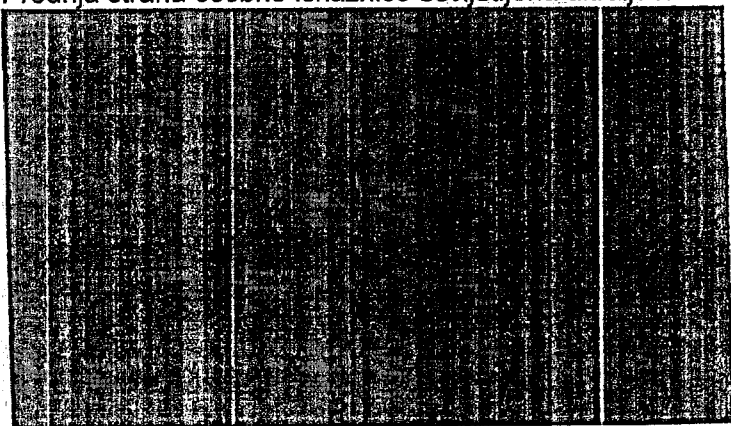
Prednja strana osobne iskaznice osvijetljena infracrvenim svjetlom



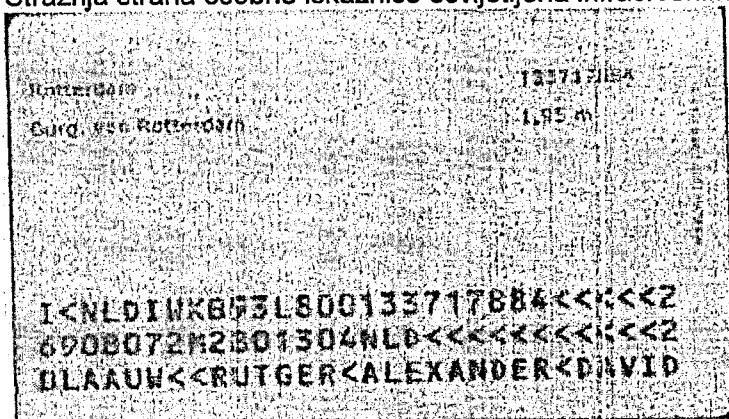
Stražnja strana osobne iskaznice osvijetljena bijelim svjetlom



Prednja strana osobne iskaznice osvijetljena ultraljubičastim svjetlom



Stražnja strana osobne iskaznice osvijetljena infracrvenim svjetlom



Izvešće od 5. 7. 2023. u 12:16 (UTC+01:00)

Str. 20/20
Br. ov.: 219-1/2023
Datum: 25. 7. 2023.



Fotografija u polju za vizualni
pregled osobne iskaznice



Fotografija u čipu osobne
iskaznice

Ja, **Mateja Medeši**, stalna sudska tumačica za češki i engleski jezik, imenovana rješenjima predsjednika Županijskog suda u Velikoj Gorici br. 4 Su-590/2019-4 od dana 22. studenog 2019. i 4 Su-719/2022-5 od 22. prosinca 2022., potvrđujem da gore navedeni prijevod u potpunosti odgovara priloženom originalu na engleskom jeziku.

Zagreb, 25. srpnja 2023.

Br. ov.: 219-1/2023



Mateja Medeši

CHEESWRIGHTS

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TO ALL TO WHOM THESE PRESENTS SHALL COME, I
EDWARD GARDINER of the City of London, England **NOTARY
PUBLIC** by royal authority duly admitted, sworn and holding a
faculty to practise throughout England and Wales, DO
HEREBY CERTIFY the genuineness of the signature subscribed
to the final arbitration award hereunto annexed, such
signature being in the own, true and proper handwriting of
ALAN PETER OAKLEY, the arbitrator therein named and
described.

IN FAITH AND TESTIMONY WHEREOF I the said notary have
subscribed my name and set and affixed my seal of office in
London, England this twelfth day of July in the year two
thousand and twenty three.

Edw Gardiner



International
Union
of Notaries



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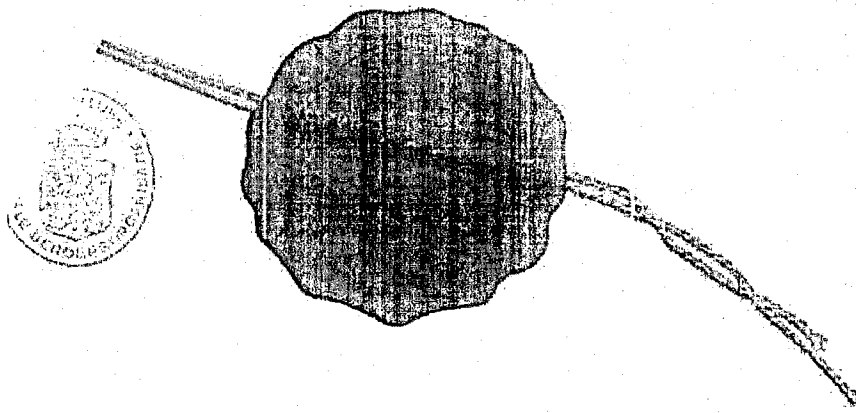


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2. Has been signed by a été signé par Edward Gardiner ha sido firmado por	
3. Acting in the capacity of agissant en qualité de Notary Public quien actúa en calidad de	
4. Bears the seal / stamp of est revêtu du sceau / timbre de The Said Notary Public y está revestido del sello / timbre de	
Certified Attesté / Certificado	
5. at à / en London	6. the le / el día 13 July 2023
7. by par / por His Majesty's Principal Secretary of State for Foreign, Commonwealth and Development Affairs	
8. Number sous no / bajo el numero APO-8MTU-VQZC-JJ02-6H5N	
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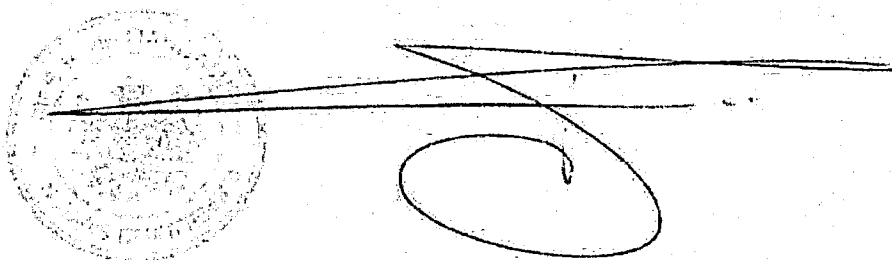
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Seen for legalization by me, Mr Brian Rudie de Randamie, civil law notary in Rotterdam (the Netherlands), the signature set on the attached document of Mr Rutger Alexander David Blaauw.

This confirmation only certifies the signature of Mr Rutger Alexander David Blaauw, but does not give any opinion about the contents of the attached document.

Signed in Rotterdam on this day, the 5th of July 2023.



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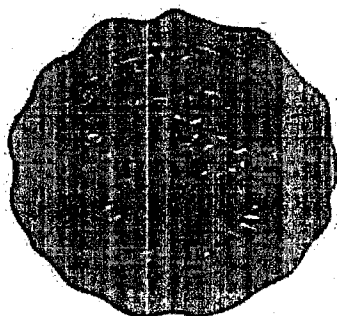
1. Country: THE NETHERLANDS
This public document
2. has been signed by **mr. B.R. de Randamie**
3. acting in the capacity of notary at Rotterdam
4. bears the seal/stamp of aforesaid notary

Certified

5. in Rotterdam
6. on 05-07-2023
7. by the registrar of the district court of Rotterdam
8. no. 23-5302
9. Seal/stamp:
10. Signature:

W.N. Kole

W.N. Kole



IN THE MATTER OF THE ARBITRATION ACT 1996

AND

IN THE MATTER OF AN ARBITRATION

BETWEEN

Claimants/Owners

MED TOWAGE & TRANSPORT SERVICES LTD

and

Respondents/Charterers

BRODOSPLIT D.D.

**Consolidated arbitration proceedings in respect of disputes arising
under the following charter parties:**

1. M/TUG "STORIONE" charter party dated 15th December 2021

and

2. BARGE "GOLIA" charter party dated 12th December 2021

FINAL ARBITRATION AWARD

WHEREAS

- 1. By charter parties on the BIMCO SUPPLYTIME 2017 form and the BARGEHIRE 2008 form, both with amendments as recorded in a copy of a single fixture note dated 14th November 2021 (collectively "The Charterparties"), the Owners agreed to provide their tug/pusher "STORIONE" ("the Tug") together with their flat top barge**

"GOLIA" ("the Barge") to the Charterers for an initial period of 30 days time charter, with the Charterers' option to declare "minimum" 7 day extensions (if the Charterers required such extra time to deliver their cargo) with delivery and redelivery at the port of Split, Croatia. The Tug and the Barge were to be operated by the Owners and the Charterers as one unit (which we refer to collectively as "the Convoy") where the Charterparties were performed in tandem and were effectively dependent on each other, which explains why these arbitral proceedings are consolidated with the parties' agreements. The Owners and Charterers are the same parties in both Charterparties.

2. Both Charterparties and the Fixture Note provided for disputes arising thereunder to be referred to arbitration in London in accordance with English law and included provision for the BIMCO Dispute Resolution Clause which provides for the current London Maritime Arbitration Association ("the LMAA") Terms to apply to any arbitral proceedings.
3. A dispute arose between the parties and on 11th March 2022, the Owners appointed me, Alan Oakley as their nominated arbitrator. The Charterers then appointed Mr Don Marshall as their arbitrator, though he stood down shortly thereafter when an issue of conflict arose. The Charterers then appointed Mr Rutger Blaauw as their nominated arbitrator, whose appointment was accepted by the Owners.
4. Pursuant to paragraph 6 of the LMAA Terms 2021, which apply to this reference, these arbitral proceedings are English and the seat of the arbitration is in England.
5. The parties subsequently exchanged claim, defence and reply submissions, after which they both served closing submissions. Neither party requested an oral hearing.
6. Both parties were legally represented. The Owners instructed the firm of Chiotellis & Co of Piraeus and the Charterers instructed Bezmalinovic Legal Ways B.V of Rotterdam.

7. Given the modest nature of the Owners' claim, we shall not recite the parties' arguments in detail, though we will explain our decisions and refer to the evidence which supports them. Furthermore, we shall not recite copious Charterparty clauses unless they are directly relevant to our decisions.
8. The Owners' claim submissions set out their claim for the sum of €57,960.60 comprising of a balance of hire, additional and compensation costs for the change of redelivery place and the difference between delivery and redelivery bunker prices. They also claimed interest and costs. The Charterers denied liability.
9. At this point, we should explain that before the Charterers served their defence submissions, they made an application for these proceedings to be stayed as a result of pending pre-bankruptcy proceedings against themselves in Croatia. However, we refused to grant the application on the grounds that they failed to persuade us that we had the power to stay the proceedings in the circumstances that they cited in their application. We therefore refused the application and the Charterers then served their defence submissions and closing submissions as directed.
10. The Owners provided a Final Statement of Account dated 31st May 2022, which set out their combined accounting for the Charterparties which, on their evidence, ran from 14th January to 3rd March 2022, which included one 7 day extension, plus a disputed period of 6 days which the Owners said should be treated as a third 7 day extension. The Charterers claimed that redelivery should have been much sooner i.e. on 24th February 2022, which was the last day of the first 7 day extension to the charter. Essentially, the Charterers asserted that the Owners delayed the Convey such that the last cargo could not be discharged until after 24th February 2022, which (as asserted by the Owners) triggered the further 7 day extension of the charter to 3rd March 2022.
11. Therefore, the focus of the dispute relates to hire and costs which the Owners say were incurred after 24th February 2022, which we deal with as follows:

Balance of hire:

12. The Owners claimed 7 days hire from 25th February to 3rd March 2022 (being, as they asserted, the "second" 7 day extension declared by the Charterers), as follows:

- i) For the Tug at €3,500 per day x 7 days = €25,500
- ii) For the Barge at €2,500 per day x 7 days = €17,500
- iii) Total = €42,000

13. The relevant provisions of the Charterparties were as follows:

a) BIMCO SUPPLYTIME 2017

PART I

8. Port or place redelivery/notice of redelivery (Cl. 2 (d)):

(i) Port or place of redelivery SPLIT-CROATIA

**In Charterers' option Berth to be Agreed safe enough for tug approach GSB
AAA**

(ii) Number of days' notice of redelivery 15 days

9. Period of hire (Cl. 1(a)): 30 calendar days minimum

**17. Employment of vessel restricted to (state nature of service(s))
(Cl. 6(a))**

Towage and General Assistance to barge GOLIA during cargo operations

20. Charter hire (Cl. 12(a), (d), (e) and Cl. 33 (e))

(i) State rate and currency

**Euro/calendar day 3,500,00+VAT PDPR if applicable for Navigation and on
site assistance**

Euro/calendar day 1,500,00+VAT PDPR if applicable for Stand by period ...

21. Extension hire (if agreed, state rate)(Cl 12(b))

(i) Period of Extension

Extension of 7 calendar days minimum and subjected to redelivery notice

(ii) Advance notice for declaration of option (days) 7 days

PART II

**1. Charter Period (b) Subject to Subclause 12(b) (Hire and Payments-
Extension of Hire), the Charterers have the option to extend the Charter
Period in direct continuation for the period stated in Box 10(i), but such an**

option must be declared in accordance with Bo 10(ii). (c) The Charter Period shall automatically be extended for the time required to complete the voyage or the drilling, testing, completing and/or abandoning of the single borehole including any side- (whichever is stated in Box 11(i)) in progress, such time not to exceed the period stated in Box 11(ii). The Charterers shall not instruct the Vessel to commence a voyage or Well unless they reasonably expect it to be completed within the Charter Period.

2. Delivery and Redelivery (d) Redelivery the Vessel shall be redelivered on the expiration or earlier termination of this Charter Party 74 free of cargo and with cargo tanks clean to applicable industry standards at the port or place as stated in Box 8(i) or such other port or place as may be mutually agreed. The Charterers shall give not less than the number of days' notice in writing of their intention to redeliver the Vessel, as stated in Box 8(ii).

b) BIMCO BARGEHIRE 2008

Part I.

13. Charter Party period (also state options if any) (Cl.2)

30 calendar days minimum

Extensions of 7 calendar days minimum subject to 7 days advance notice and in any case subjected to redelivery notice.

15. Port or Place of redelivery (Cl. 22)

SPLIT – CROATIA

In Charterers' option Berth to be Agreed safe enough for tug approach GSB AAAA

21. State amount per day per ballast engineer (Cl. 14)

Euro/calendar day 1.500,00+travelling expenses at cost

24. Charter hire (Cl. 15(a))

Euro/calendar day 2.500,00 + VAT if due PDPR

Further periods to be paid Euro/calendar day 2.500,00+VAT if due ...

EXPECTED CHARTERING PERIOD: Agreed minimum period 30 days from delivery followed by eventual weekly extensions in charterers' option to be notified at least with 7 days notice and subjected to redelivery notice.

DELIVERY PLACE: SPLIT-CROATIA, berth to be agreed AAAA

REDELIVERY PLACE: SPLIT-CROATIA, berth to be agreed AAAA

NOTICE TO REDELIVERY/EARLY REDELIVERY: 15-7-3 days

14. The charters were therefore for 30 calendar days minimum periods with the Charterers' ability to extend them by 7 calendar days minimum subject to giving the necessary redelivery notices.

15. The following dates are relevant to this head of claim:

- i) On 14th January 2022 (08:00), the Convoy arrived at Split and was delivered to the Charterers under the respective Charterparties.
- ii) On 2nd February 2022, the Charterers gave 15 days redelivery notice for 17th February, *if no further 7 day extension was required.*
- iii) Also, on 2nd February 2022 (12:21 LT), the Owners suspended both Charterparties due to the Charterers' failure to pay hire.
- iv) On 6th February 2022, the Owners received payment of the outstanding hire and at 12:28 LT, they lifted the suspensions.
- v) On 7th February 2022, the Charterers notified the Owners that they extended the charter period by 7 days, with effective redelivery on 24th February ("the first 7 day extension").
- vi) On 24th February 2022, the Charterers informed the Owners that the Convoy was on its way to the construction site for the last voyage. They also advised that there would be a further extension of 2 days of the redelivery date, which would then be on 26th February and that the place of redelivery was to be changed from Split to Ston: see
"We hereby submit a notice that the barge is on its way to the construction site in Ston.
Our intention is to unload the segments tomorrow and release the cargo when we have completed all the agreed formalities.
.... The barge will be free to sail after all segment is unloaded, and no later than 26/02."
- vii) Later, on 24th February 2022, the Owners rejected the Charterers' proposal to redeliver the Convoy at Ston on 26th February and cited several breaches of the Charterparties, such as the change of redelivery port, the requirements for a minimum 7 day extension and 7 days notice for redelivery.
- viii) On 25th February 2022, the Owners again suspended the Charterparties due to the Charterers' failure to formally extend the Charterparties by minimum 7 days and pay hire for that period (25th February to 3rd March 2022), though this suspension was lifted shortly thereafter for commercial considerations, when

the parties tried to resolve their differences.

- ix) On 28th February 2022, the Charterers requested the Owners to provide instructions for a suitable alternative redelivery port.
- x) On 1st March 2022, subject to the Charterers agreeing on certain conditions, the Owners ordered the Convoy to sail to Dubrovnik for redelivery.

16. What emerges from this evidence is that (i) the Charterers did not formally declare a further extension of a minimum 7 days for the period 26th February to 3rd March 2022) and (ii) the Owners were not prepared to accept the Charterers' proposal to redeliver the Convoy at Ston.

17. Dealing with the first point, which is that the Charterers did not formally declare a second minimum 7 day extension for the period 26th February to 3rd March 2022, we find that they were obliged to do so despite the fact that they thought they could give a 2 day redelivery notice for 26th February. In any event, the evidence is that they were unable to discharge the cargo and redeliver the Convoy at the contractual port of Split and that they required an extension for the full 7 days regardless that they did not formally request it.

18. Given the provisions of both Charterparties in regards to the Charterers' option of extensions, we therefore find that (i) any extension had to be for minimum 7 days (ii) the Charterers were entitled to give notice of redelivery earlier than the 7th day under such an extension, but had to pay hire for the full 7 days (iii) the Charterers were required to redeliver the Convoy in accordance with the terms of the Charterparties, which was at Split, subject to the Owners' agreement to accept redelivery at another port) and (iv) in the absence of a formal declaration by the Charterers for an extension of minimum 7 days, if the Convoy could not be redelivered within the previously declared extension (in this case, by 25th February 2022), a further minimum 7 day extension automatically fell due for which the Charterers had to pay hire for the full period.

19. Turning to the second point, we can make the point that the Charterers were

required to redeliver the Convoy at Split.

20. The evidence is that on 1st March 2022 (10:03 LT), the Owners agreed to order the Convoy to proceed to Dubrovnik for redelivery. However, they did so on the condition that the Charterers "*accepted the change of the redelivery place, ONLY IF a) it would be possible to fully and completely restore the barge in Ston and to bunker diesel oil without excised and VAT, b) The Charterers would pay as equivalent compensation to the transit time from Ston to Split for increased demobilization costs, 1 day hire for the Tug, 1 day hire for the Barge and relevant insurance costs and c) the Charterers would pay 3000kg of Diesel oil at equivalent last bunkering cost before the redelivery and departure for abroad, as equivalent consumption for the transit time from Ston to Split for increased demobilization costs*".
21. The Owners relied on the cases of *Brogden v Metropolitan Railway Co* (1877) 2 App. Cas. 666; *Taylor v Allon* [1966] 1 Q.B. 304, 311, *Nissan UK Ltd v Nissan Motor Manufacturing (UK) Ltd* [1994] Lexis Citation 1710) and *Nicolene v Simmonds* [1953] 1 Q.B. 543 CA to support their case that the Charterers had accepted the conditions that they had imposed in exchange for agreeing to proceed to Dubrovnik. Therefore, by the Charterers' conduct on 2nd March 2022, of instructing the master and the agent to direct the Convoy to proceed to Dubrovnik for redelivery, the Owners asserted that the Charterers had accepted their conditions.
22. On 3rd March 2022, the Convoy berthed at Dubrovnik and the Tug was then bunkered, customs cleared and redelivered to the Owners at 14:00 LT.
23. Despite all the background evidence and arguments provided by the parties of what happened on or after 24th February 2022, there is one inescapable conclusion which is that (i) the Charterers used the period 25th February to 3rd March 2022 as effectively the second 7 day minim period and (ii) that the Charterers must pay full hire for this period. This is because the evidence shows at the Charterers attempted to redeliver the Convoy at Ston on or about 1st or 2nd March 2022, which

they were not entitled to do. To put this into perspective, had the Charterers redelivered at Ston they would have been in repudiatory breach of the Charterparties. In such circumstances, hire would have continued to count until (i) the Charterers redelivered the Convoy at Split in accordance with the terms of the Charterparties or (ii) the Owners agreed to accept redelivery at an alternative port (which they only did on 1st or 2nd March 2022, albeit by imposing conditions which they say the Charterers accepted: see below).

24. Therefore, on any view, the Convoy was operating within the service of the Charterparties until 14:00 LT on 2nd March 2022, when redelivery took place at Dubrovnik with the Owners' agreement. It follows that the Charterers' argument that the Convoy could have been redelivered on 24th (or even 26th) February, at Ston was misplaced regardless of whether the Owners delayed the voyage as the Charterers alleged (though, we found no evidence to support the Charterers' case in this regard).
25. Therefore, the only issue for us to decide is whether the Charterers are liable for the full period of the second minimum 7 day extension: see the Owners' final Statement of Account dated 31st May 2022.
26. The evidence is that the Charterers never offered to redeliver the Convoy at the contractual port of Split. Therefore, any notion that on 24th February 2022, the Charterers could extend the charters for 2 days and redeliver at Ston, was misplaced. Therefore, since the Convoy was only redelivered 14:00 LT on 2nd March, it is clear to us that the Charterers used the majority of the second extension and are therefore liable for hire for this period as claimed.
27. We have therefore awarded the Owners the sum of €42,000 by way of unpaid hire through to 3rd March 2022, by which time the Convoy had been lawfully redelivered with the agreement of the Owners.
28. We would further add that the reasons for the Owners refusal to accept redelivery at Ston are irrelevant. The port was non contractual and that is really the end of

the matter. As it is, we suspect that the Owners' explanation that the port was not suitable for custom, immigration and bunkering purposes were valid and it was simply not possible for them to take redelivery there.

Additional costs:

29. For the reasons explained at paragraph 8 above, the Owners sought to recover the following additional costs which were conditional for their agreeing to accept redelivery of the Convoy at Dubrovnik.

- i) €2,500.00 - additional hire for the Barge for one day
- ii) € 42.30 - as additional insurance cost for the Barge for one day
- iii) €3,500.00 - as additional hire for the Tug for one day
- iv) €2,275.00 - as addition cost of bunkers
- v) €8,317.50 - total.

30. The issue of conditional compensation was contentious between the parties, since the Charterers did not accept that the Owners needed to send the Convoy to Dubrovnik for redelivery, since (they asserted) there were closer options available to the Owners. However, the Charterers should realize that (i) they had an obligation to redeliver the Convoy at Split which they refused to do (ii) by seeking to redeliver the Convoy at Ston they were at risk of being in repudiatory breach for which they would be liable for damages and (iii) the Owners did not need to accept redelivery elsewhere at, for instance, a port which was closer to Ston or Venice (which is where the Owners wanted to send the Convoy at that point) and (iv) the evidence was that on 1st or 2nd March 2022, the Charterers directed the master and agents to send the convoy to Dubrovnik for redelivery, which infers that they finally agreed to the Owners' proposals/conditions for that change of redelivery port. In such circumstances, they cannot have expected that they would not incur any costs for changing the redelivery port, even if they thought that the sum claimed by the Owners was unnecessary or excessive.

31. Having considered the evidence, we accept that the Charterers are liable for the

additional/conditional costs charged by the Owners and have therefore found that the Charterers must pay the sum of €8,317.50 as set out above.

Difference between the cost of delivery and redelivery bunkers:

32. The Owners referred to Clause 10 (a) of Part II of the SUPPLYTIME 2017, for the payment, crediting and accounting of fuel remaining on board of the Tug at the time of delivery and redelivery of the vessel which should be either in accordance with Subclause 10(c)(i) or 10(c)(ii) as indicated in Box 19(ii). Box 19(ii) of Part I of the charterparty provided *"Payment method for fuel: Clause 10(c)(ii). Clause 10(c)(ii) provides the following: "The Charterers shall pay the Owners, or the Owners shall credit the Charterers, for the difference in the quantity of fuel on board between the delivery and redelivery of the Vessel by reference to the delivery and redelivery surveys (see Clause 5 (Surveys, Audits and Inspections). In the event that the price paid by the Charterers for the quantity of fuel consumed, or credited by the Owners for fuel loaded, is a pre-agreed price, this shall be the price stated in Box 19(iii). Where the price fuel is not pre-agreed, Box 19(iii) shall be left blank, and the price shall be the substantiated price paid for the Vessel's last loading of fuel. Box 19(iii) provides that as pre-agreed price of fuel is the last bunkering price.*
33. The on hire bunker survey which took place at Split on 14th January 2022, provided that on the delivery of the Tug there were 12,550 kg D.O. and 310 kg L.O., while in the Barge, 3,000 kg D.O. The off-hire bunker survey, which took place in Dubrovnik, on 2nd March 2022, provided that the Tug was redelivered with D.O. 4,800 kg and L.O. 300 kg, and the Barge with D.O. 3,000 kg. Therefore, the Owners' evidence was that the difference in the quantity of the bunkers of the Tug on delivery and redelivery was 7,750 kg D.O. for which the Respondents had the obligation to pay the difference of the bunkers in the last bunkering price, which was €948 mt in Croatia, as proved from the relevant bunkers' invoice. Therefore, the Owners claimed the sum of €7,347 as the difference, i.e., 7,750 kg x €948.
34. Since the Charterers failed to explain why they had not paid this sum to the Owners, we find that the sum is now payable.

Quantum:

35. In summary, we have found that the Owners' claims succeed in their entirety and that the Charterers must pay them the overall sum of €57,960.60 as claimed, together with interest payable at a commercial rate of 7% per annum.

Costs

36. Finally, in accordance with the normal rule that costs follow the event, the Charterers shall pay the Owners' reasonable costs of the reference, together with our costs.

NOW WE the said Alan Oakley and Rutger Blaauw, having taken upon ourselves the burden of this reference and having carefully and conscientiously considered the parties' submissions and evidence (all documentary) and having given due weight thereto and being in agreement (thus not necessitating the appointment of the third arbitrator: see paragraph 8(iv) of the LMAA Terms 2021) **DO HEREBY MAKE, ISSUE AND PUBLISH** this our **FINAL ARBITRATION AWARD** as follows:

WE FIND AND DECLARE that the Owners' claim succeeds in full in the sum of €57,960.60.

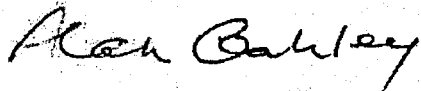
WE THEREFORE AWARD AND DIRECT that:

- A) the Charterers shall forthwith pay the Owners the sum of €57,960.60 (fifty-seven thousand, nine hundred and sixty European Euros and sixty cents) together with interest payable at the rate of 7% per annum and pro-rata compounded at three monthly rests from 3rd March 2022 until the date of payment to the Owners;
- B) the Charterers shall bear their own costs and shall pay the Owners' costs of this Final Arbitration Award which unless agreed, shall be assessed by us on the basis set out in

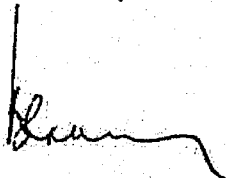
Section 63(5) of the Arbitration Act 1996 in an award of assessed costs (which will make provision for interest payable on the costs awarded), for which purpose we hereby reserve our jurisdiction;

- C) the Charterers shall pay our costs of this Final Arbitration Award which amount to £18,450, provided that if, in the first instance, the Owners shall have paid these costs, they shall be entitled to the immediate reimbursement from the Charterers, together with interest payable at the rate of 7% per annum and pro-rata compounded at three monthly rests from the date of payment to the date of reimbursement.

Given under our hands in London on this 6th day of February 2023



Alan Oakley



Rutger Blaauw

ation Report

pwfdiensten

Document check result overview

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Verification id: 15710005-a716-a2eb-7432-68d57d519c81

Personal Data

Given name: RUTGER ALEXANDER DAVID
Surname: BLAAUW
Date of birth: 8/7/1969
Gender: Male
Nationality: Netherlands
Personal number (PIN): 133717884



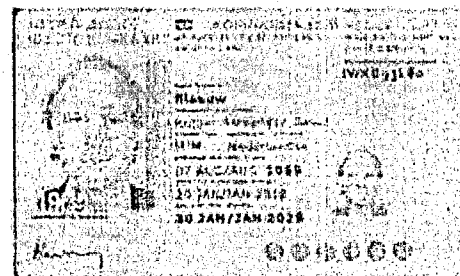
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Document type: IDENTITY_CARD
Document number: IWK293L80
Issuing country: Netherlands
Issue Date: 1/30/2018
Valid through: 1/30/2028
Document status: ☒ Passed
Calculated Risk Value: 0



MRZ

1<NLDIWKB93L800133717884<<<<<2
6908072M2801304NLD<<<<<<<<<<2
BLAAUW<<RUTGER<ALEXANDER<DAVID

Automated Document Checks

Active Authentication: Lds_aa - AA successful: the data of the chip are authentic.

Brightness Check: Brightness MRZ - Check successfully done: measured brightness value is as expected.

Brightness Check: Brightness Photo Area - Check successfully done: measured brightness value is as expected.

Brightness Check: Brightness VIZ - Check successfully done: measured brightness value is as expected.

Brightness Check: Brightness VIZ - Check successfully done: measured brightness value is as expected.

Brightness Check: Brightness VIZ Pattern - Check successfully done: measured brightness value is as expected.

Brightness Check: Brightness VIZ VIZ - Check successfully done: measured brightness value is as expected.

Chip Authentication: Lds_ca - CA successful: the data of the chip are authentic.

Data Comparison Check: Date of Birth Chip CHIP, Date of Birth MRZ - Check successfully done: content of data fields match.

Data Comparison Check: Date of Birth MRZ, Date of Birth VIZ - Check successfully done: content of data fields match.

Data Comparison Check: Date of Expiry Chip CHIP, Date of Expiry MRZ - Check successfully done: content of data fields match.

Data Comparison Check: Date of Expiry MRZ, Date of Expiry VIZ - Check successfully done: content of data fields match.

Data Comparison Check: Document Number Chip CHIP, Document Number MRZ - Check successfully done: content of data fields match.

Data Comparison Check: Given Name Chip CHIP, Given Name MRZ - Check successfully done: content of data fields match.

Data Comparison Check: MRZ MRZ - Check successfully done: content of data fields match.

Data Comparison Check: Surname Chip CHIP, Surname MRZ - Check successfully done: content of data fields match.

Data Group Hash Value Check: Hashvalue Dg1 - Check successful: hash value is correct.

Data Group Hash Value Check: Hashvalue Dg14 - Check successful: hash value is correct.

Data Group Hash Value Check: Hashvalue Dg15 - Check successful: hash value is correct.

Data Group Hash Value Check: Hashvalue Dg2 - Check successful: hash value is correct.

Data Group Hash Value Check: Hashvalue Sod - Check successful: hash value is correct.

Date of expiry Check: Date of Expiry MRZ - Check successfully done: document or license is not expired.

Date of expiry Check: Date of Expiry VIZ - Check successfully done: document or license is not expired.

Document classification - The document type is supported (Premium)

Existence Check Face: Face Photo Area - Check successfully done: biometric feature (face) found at the expected position.

Existence Check Face: Face Photo Area IR - Check successfully done: biometric feature (face) found at the expected position.

Existence Check Face: Face VIZ SecondPortrait - Check successfully done: biometric feature (face) found at the expected position.

Existence Check Feature Pattern: Pattern VIZ - Check successfully done: optical feature (pattern) found/verified.

Existence Check Feature Pattern: Pattern VIZ AUTHORITY - Check successfully done: optical feature (pattern) found/verified.

Existence Check Feature Pattern: Pattern VIZ Circles_IR - Check successfully done: optical feature (pattern) found/verified.

Existence Check Feature Pattern: Pattern VIZ NEDERLANDEN - Check successfully done: optical feature (pattern) found/verified.

Existence Check Feature Pattern: Pattern VIZ Vis_rfid - Check successfully done: optical feature (pattern) found/verified.

Extended Access Control: Lds_eac - PACE/EAC successful: The chip data could be accessed.

Printed-RFID - Check successfully done, the compared facial images match

ation Detection: Blob - Check successfully done: No manipulated areas found

Checksum Check: Check Digit MRZ Dateofbirth - Check successfully done: check sum correct.

MRZ Checksum Check: Check Digit MRZ Dateofexpiry - Check successfully done: check sum correct

MRZ Checksum Check: Check Digit MRZ Documentnumber - Check successfully done: check sum correct.

MRZ Checksum Check: Checkdigit Optionaldata - Check successfully done: check sum correct

MRZ Checksum Check: MRZ MRZ - Check successfully done: check sum correct.

MRZ Length Check: MRZ Line MRZ - Check successfully done: Length of all MRZ Lines correct

MRZ Length Check: MRZ Line MRZ - Check successfully done: Length of all MRZ Lines correct.

MRZ Length Check: MRZ Line MRZ - Check successfully done: Length of all MRZ Lines correct.

Non-Existence Check Feature Pattern: Pattern VIZ CheckPatternauthorityIRO - Check successfully done: optical feature (pattern) not found.

Non-Existence Check Feature Pattern: Pattern VIZ NEDERLANDEN_IR - Check successfully done: optical feature (pattern) not found.

Optical Feature Verification: Lfeature Normal - Check successfully done: Optical properties met.

Sample Document Check: Given Name MRZ - Check successfully done: no specific sample document data found

Sample Document Check: Givenname Samplecheck - Check successfully done: no specific sample document data found.

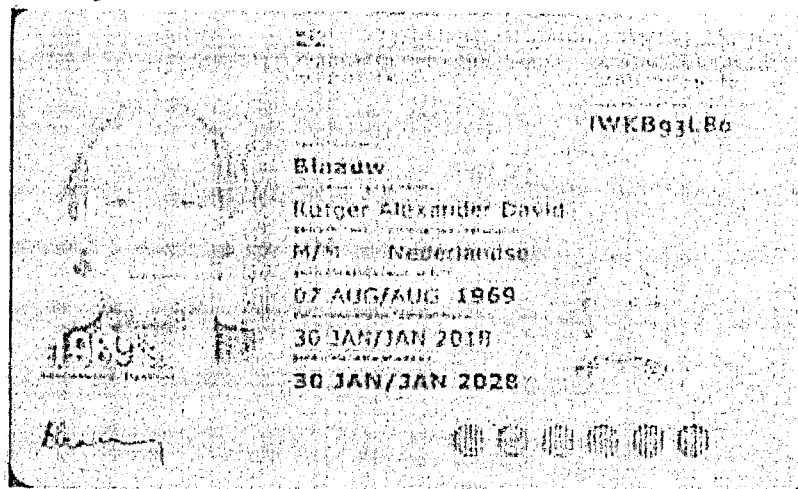
Sample Document Check: Pattern VIZ CheckPatternSample0 - Check successfully done: no specific sample document features found.

Sample Document Check: Pattern VIZ Samplecheck - Check successfully done: no specific sample document features found.

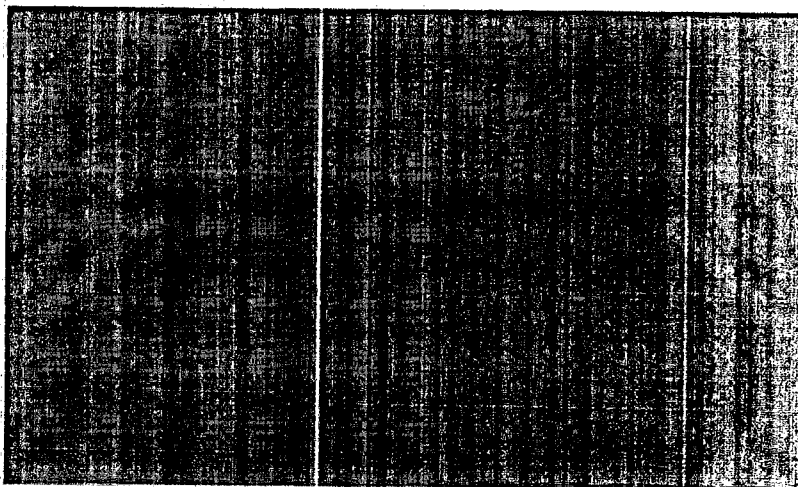
Sample Document Check: Placeofbirth Samplecheck - Check successfully done: no specific sample document data found.

Sample Document Check: Surname MRZ - Check successfully done: no specific sample document data found.

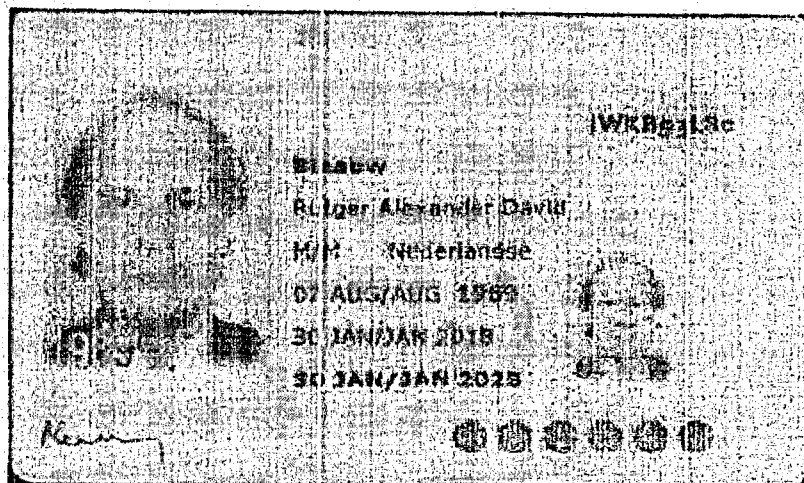
Sample Document Check: Surname Samplecheck - Check successfully done: no specific sample document data found.



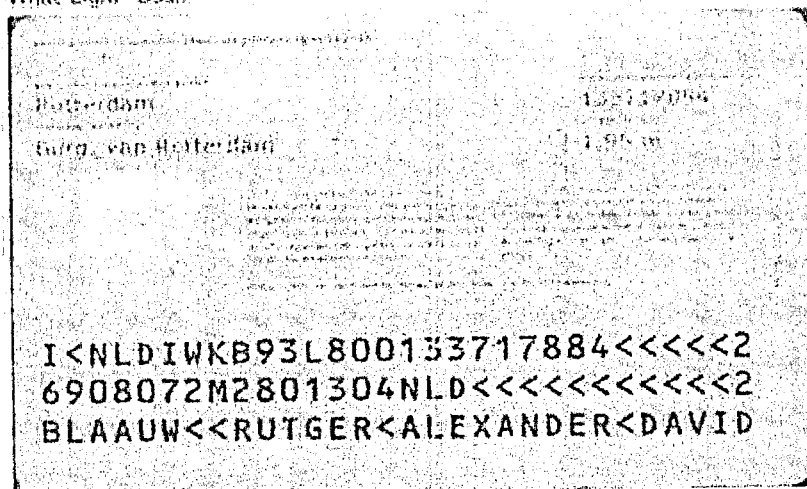
Ultraviolet - Front



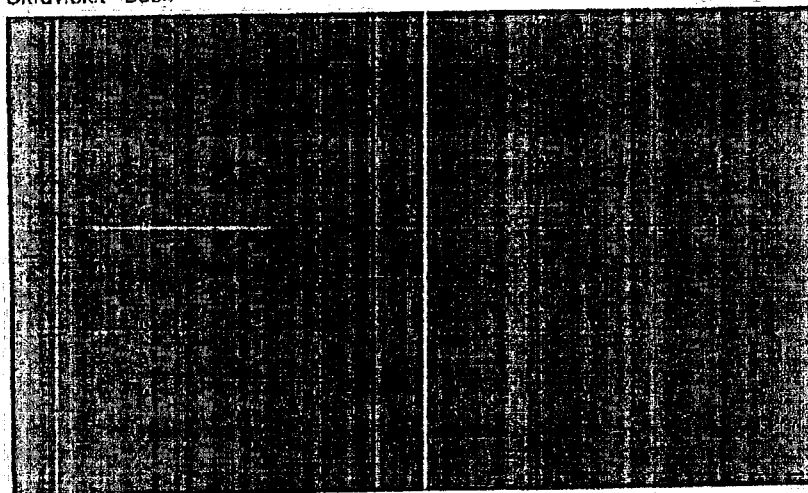
Infrared - Front



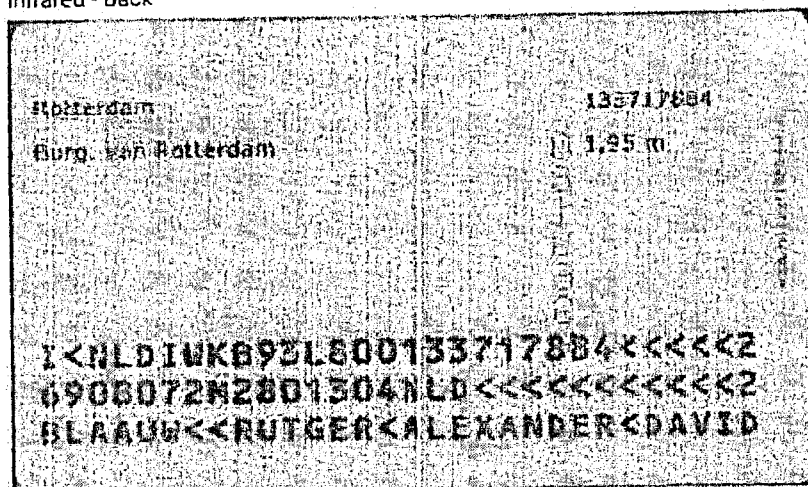
White Light - Back



Ultraviolet - Back



Infrared - Back



Chip Photo



VIZ Photo

