

ODVJETNIČKI URED LUKA MRKIĆ

Z r i n s k o - F r a n k o p a n s k a 3 8 | H R - 2 3 0 0 0 Z a d a r
OIB: 50625804839 | odvjetnik@lukamrkic.hr | IBAN: HR8223400091160555544

Financijska agencija

RC Split

Mažuranićevo šetalište 24b

21000 Split

FINANCIJSKA AGENCIJA
RC SPLIT

13-06-2022

PREDSTEČAJNE NAGODBE
PRIMANJE I OTPREMA POŠTE
KLASA 1207/22-22/52
UR. BROJ 07-02-22-732

PREDMET: Dopuna Obrascu 3., odnosno prijavi tražbine u predstečajnom postupku St-273/2022

Poštovani,

Ovim putem vjerovnik, odnosno trgovačko društvo AVAX SOCIÉTÉ ANONYME-
CONTRACTING- TOURIST- COMMERCIAL- INDUSTRIAL- BUILDING MATERIALS
AND EQUIPMENT, dopunjuje svoju prijavu sljedeći način:

- Dostavlja ovjerene prijave pravne osnove tražbine, odnosno ugovora koji su navedeni u obrascu
- Ispravlja ukupni iznos dospjele tražbine na način da zbraja glavnica u iznosu od 13.829.005,91 kn i kamate do dana 09.06.2022. u iznosu od 224.266,29 kn tako da ukupan iznos dospjele tražbine sada iznosi 14.053.272,20 kn.
- Ponovno dostavlja cjelokupnu dokumentaciju

Lijep pozdrav,

Zadar, 10.06.2022.

Luka Mrkić, odvjetnik

ODVJETNIK
LUKA MRKIĆ
Zrinsko Frankopanska 38, Zadar
OIB: 50625804839

Obrazac 3.

FINANCIJSKA AGENCIJA

OIB: 85821130368

Financijska agencija

RC Split

Mažuranićevo šetalište 24b

21000 Split

Nadležni trgovački sud Trgovački sud u Splitu

Poslovni broj spisa – St-273/2022

PRIJAVA TRAŽBINE VJEROVNIKA U PREDSTEČAJNOM POSTUPKU

PODACI O VJEROVNIKU:

Ime i prezime / tvrtka ili naziv - **AVAX SOCIÉTÉ ANONYME- CONTRACTING-TOURIST- COMMERCIAL- INDUSTRIAL- BUILDING MATERIALS AND EQUIPMENT**

OIB - **57166824320**

Adresa / sjedište - **10000 Zagreb, Trg Petra Preradovića 3**

PODACI O DUŽNIKU:

Ime i prezime / tvrtka ili naziv - **BRODOSPLIT d.d.**

OIB - **18556905592**

Adresa / sjedište

- **Put Supavla 21, 21000 Split**

PODACI O TRAŽBINI:

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

- **Ugovor o podizvođenju br. 03/06/20, Aneks od 04/08/20**

Iznos dospjele tražbine - **14.053.272,20 (kn)**

Glavnica - **13.829.005,91 (kn)**

Kamate - **224.266,29 (kn)**

Iznos tražbine koja dospijeva nakon otvaranja predstečajnog postupka
_____ (kn)

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

- **račun broj 6/2/21, račun broj 9/2/21, račun broj 7/2/21**

Vjerovnik raspolaže ovršnom ispravom DA / NE za iznos – **6.111.504,00 (kn)**

Naziv ovršne isprave – **Zadužnica od 17.11.2020.**

PODACI O RAZLUČNOM PRAVU:

Pravna osnova razlučnog prava

Dio imovine na koji se odnosi razlučno pravo

Iznos tražbine _____ (kn)

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

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

PODACI O IZLUČNOM PRAVU:

Pravna osnova izlučnog prava

Dio imovine na koji se odnosi izlučno pravo

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

Mjesto i datum

Zadar, 10.06.2022.

Potpis vjerovnika

ODVJETNIK

LUKA MRKIĆ

Zrinsko Frankopanska 35 c, Zadar
OIB: 60625804839

ODVJETNIČKI URED LUKA MRKIĆ

Z r i n s k o - F r a n k o p a n s k a 3 8 | H R - 2 3 0 0 0 Z a d a r
OIB: 50625804839 | odvjetnik@lukamrkic.hr | IBAN: HR8223400091160555544

PUNOMOĆ

AVAX S.A., Grčka, Atena, 16 Amaroussiou-Halandriou Str. GR15125 Maroussi,

OIB: 57166824320

ovlašćujem(o) da me(nas) pravno zastupa odvjetnik Luka Mrkić, odvjetnik u odvjetničkom uredu Luka Mrkić, kao i odvjetnici i odvjetnički vježbenici zaposleni u odvjetničkom uredu Luka Mrkić, sa sjedištem ureda u Zadru,

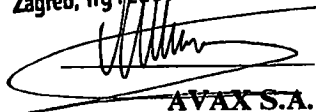
radi: zastupanja u predstečajnom postupku u predmetu pod poslovnim brojem St-273/22

Ovlašćujem(o) ga da me(nas) pravno zastupa u svim mojim(našim) pravnim poslovima u sudu i izvan suda kao i kod svih drugih državnih organa ta da radi zaštite i ostvarenja mojih(naših) prava i na zakonu osnovanih interesa poduzima sve pravne radnje i upotrijebi sva u zakonu predviđena sredstva, a osobito da podnosi tužbe, prijedloge i ostale podneske, da daje u moje(naše) ime nasljednu izjavu, te da za mene(nas) prima novac i novčane vrijednosti i da o tome izdaje potvrde.

Za slučaj spora glede nagrade pristajemo na nadležnost Općinskog suda u Zadru.

U Zadru, 09. lipnja 2022. godine

AVAX S.A.- Podružnica Zagreb
Zagreb, Trg Petra Preradovića 3



AVAX S.A.



Group of Companies

AVAX S.A. - Podružnica Zagreb
Trg Petra Preradovića 3
10 000 ZAGREB
OIB: 57166824320

Kupac/Client:

BRODOGRAĐEVNA INDUSTRIJA SPLIT
DIONIČKO DRUŠTVO
Put Supavla 21,
21000 Split

OIB: 18556905592

Račun broj/Invoice Number: 9/2/21

Mjesto, datum i vrijeme/ Place, date and time: Putnikovići, 03.05.2022., 14:50:00

Datum valute/Due date: 03.05.2022.

R. br. / No.	Količina/ Quantity	Opis /Description	Iznos/Amount
1	1	Trošak dodatnih građevinskih radova izvršenih od strane Avaxa na mostu Prapratno za Brodosplit Expenses for additional works on Prapratno bridge made by Avax on behalf of Brodosplit	
Ukupno kn/ Total amount HRK			2.190.837,69

Napomena: Prijenos porezne obveze prema čl.75. st. 3. t. a) Zakona o PDV-u

Notice: Transfer of tax liability according to Article 75 paragraph 3 item a) Law on VAT

Način plaćanja: Transakcijski račun/Way of payment: Bank Transfer

Račun izradio/Invoice created: Ana Meštrović

Potpis ovlaštene osobe/Signature of authorized person:

Yiannis Koletsos

AVAX S.A. - Podružnica Zagreb
Zagreb, Trg Petra Preradovića 3

AVAX S. A.
16 Amarousiou - Halandriou Str.
GR15125 Maroussi, Atena - Grčka
Opći trgovački registar - Grčka
Temeljni kapital: 36.629.788,00 EUR
OIB/VAT: EL 094183623

AVAX S. A. - Podružnica Zagreb
za gradnju i usluge
Trg Petra Preradovića 3, HR10000 Zagreb
predstavnici: Konstantinos Mitzialis
Koulis Pittaros
pravni oblik: inozemna podružnica

OIB: 57166824320
MBS: 081237749
EUID: HRSR. 081237749
MB: 05090644
IBAN: HR1323600001102844352
Zagrebačka banka d.d.



AVAX S.A. – Podružnica Zagreb
Trg Petra Preradovića 3
10 000 ZAGREB
OIB: 57166824320

Kupac/Client:

BRODOGRAĐEVNA INDUSTRIJA SPLIT
DIONIČKO DRUŠTVO
Put Supavla 21,
21000 Split

OIB: 18556905592

Račun broj/Invoice Number: 7/2/21

Mjesto, datum i vrijeme/ Place, date and time: Putnikovići, 09.03.2022., 12:00:00

Datum valute/Due date: 16.03.2022.

R. br. / No.	Količina/ Quantity	Opis /Description	Iznos/Amount
1	1	Terećenje za uplatu usluge teglenice tvrtki MED TOWAGE & TRANSPORT SERVICES Ltd u ime podizvođača. Re-invoiced value of barge service of MED TOWAGE & TRANSPORT SERVICE Ltd on behalf of the subcontractor.	
Ukupno kn/ Total amount HRK			347.586,81

Napomena: Prijenos porezne obveze prema čl.75. st. 3. t. a) Zakona o PDV-u

Notice: Transfer of tax liability according to Article 75 paragraph 3 item a) Law on VAT

Način plaćanja: Transakcijski račun/Way of payment: Bank Transfer

Račun izradio/Invoice created: Ana Meštrović

Potpis ovlaštene osobe/Signature of authorized person:

Yiannis Koletsos

AVAX S.A. - Podružnica Zagreb
Zagreb, Trg Petra Preradovića 3

AVAX S. A.
16 Amarousiou - Halandriou Str.
GR15125 Maroussi, Atena - Grčka
Opći trgovački registar - Grčka
Temeljni kapital: 36.629.788,00 EUR
OIB/VAT: EL 094183623

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za gradnju i usluge
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Koulis Pittaros
pravni oblik: inozemna podružnica

OIB: 57166824320
MBS: 081237749
EUID: HRSR. 081237749
MB: 05090644
IBAN: HR1323600001102844352
Zagrebačka banka d.d.

Potvrda o provedenom prekograničnom / međunarodnom nalogu za plaćanje

Confirmation of Executed Cross-border / International Payment Order

Zagrebačka banka d.d. 10000 Zagreb, Trg bana Josipa Jelačića 10

OIB: 92963223473

IBAN: HR8823600001000000013

SWIFT: ZABHR2X

PLATITELJ/PAYER

IBAN platitelja: HR1323600001102844352

Payer's IBAN:

Naziv platitelja: AVAX S.A.-Podružnica Zagreb

Payer's name:

Adresa platitelja: TRG PETRA PRERADOVIĆA 3, ZAGREB, HRVATSKA

Payer's address:

Broj modela i poziv na broj platitelja:

Model and payer's reference number:

RF referenca:

RF reference:

NRC referenca: NOTPROVIDED

NRC reference:

Stvarni dužnik:

Ultimate debtor:

PRIMATELJ PLAĆANJA/PAYEE

IBAN ili račun primatelja plaćanja: MT70APSB77013000000042613410012

Payee's IBAN or account number:

Naziv primatelja plaćanja: MED TOWAGE and TRANSPORT SERVICES LTD

Payee's name:

Adresa primatelja plaćanja: Reach Building Level 2

Payee's address:

Sjedište i država primatelja plaćanja: BIRKIRKARA, MALTA

Payee's seat and

Krajnji korisnik:

Ultimate creditor:

BANKA PRIMATELJA PLAĆANJA/PAYEE'S BANK

Naziv banke primatelja plaćanja: APS Bank Ltd.

Payee's bank name:

Adresa banke primatelja plaćanja: APS CENTRE ...

Payee's bank address:

Sjedište i država banke primatelja plaćanja: BIRKIRKARA, MALTA

Payee's bank seat and country:

SWIFT / BIC: APSBMTMTXXX

SWIFT / BIC:

PODACI O NALOGU ZA PLAĆANJE/PAYMENT ORDER INFORMATION

Iznos i valuta plaćanja: 46.000,00 EUR

Payment amount and currency:

Opis plaćanja: For Brodosplit - M/Tug_STORIONE

Remittance information:

Troškovna opcija: SLEV

Expenses option:

Referenca: 2123866775/00001

Reference:

UETR referenca:

UETR reference:

Datum i vrijeme zaprimanja naloga: 27.12.2021. 08:58:25

Date and time of payment order receipt:

Datum i vrijeme izvršenja naloga: 27.12.2021. 10:10:24

Date and time of payment order execution:

Datum i vrijeme izdavanja potvrde: 15.04.2022. 12:13:24

Date and time of confirmation issuance:

Ova Potvrda dokaz je platitelju da je Zagrebačka banka d.d. nalog platitelja izvršila u skladu s prikazanim elementima naloga za plaćanje te putem sustava međubankovnih plaćanja uputila na odobrenje banke u kojoj je otvoren račun primatelja plaćanja. Za dodatne informacije obratite nam se pozivom na telefon 0800 0024 ili e-mailom na adresu: zaba@unicreditgroup.zaba.hr

This Confirmation serves as the proof to the payer that Zagrebačka banka d.d. executed the payer's payment order in accordance with displayed elements of the payment order and through interbank payment system has sent it to the bank in which the payee's account is opened. For further information please contact us at phone 0800 0024 or by e-mail to: zaba@unicreditgroup.zaba.hr

Ovaj PDF dokument ovjeren je elektroničkim potpisom
Zagrebačke banke d.d. 15.04.2022., 12:13:24

 **Zagrebačka banka**



AVAX S.A. – Podružnica Zagreb
Trg Petra Preradovića 3
10 000 ZAGREB
OIB: 571 66824320

Kupac/Client:

BRODOGRAĐEVNA INDUSTRIJA SPLIT
DIONIČKO DRUŠTVO
Put Supavla 21,
21000 Split

OIB: 18556905592

Račun broj/Invoice Number: 6/2/21

Mjesto, datum i vrijeme/ Place, date and time: Putnikovići, 07.03.2022., 11:00:00

Datum valute/Due date: 14.03.2022.

R. br. / No.	Količina/ Quantity	Opis /Description	Iznos/Amount
1	1	Prefakturirana vrijednost građevinskih radova tvrtke Medius d.o.o. prema računima navedenim u prilogu. Re-invoiced value of construction works of Medius d.o.o. according to the invoices listed in the attachment.	
Ukupno kn/ Total amount HRK			11.290.581,40

Napomena: Prijenos porezne obveze prema čl.75. st. 3. t. a) Zakona o PDV-u

Notice: Transfer of tax liability according to Article 75 paragraph 3 item a) Law on VAT

Način plaćanja: Transakcijski račun/Way of payment: Bank Transfer

Račun izradio/Invoice created: Ana Meštrović

Potpis ovlaštene osobe/Signature of authorized person:

Yiannis Koletsos

AVAX S.A. - Podružnica Zagreb
Zagreb, Trg Petra Preradovića 3

AVAX S. A.
16 Amaraousiou - Halandriou Str.
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Opći trgovački registar - Grčka
Temeljni kapital: 36.629.788,00 EUR
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AVAX S. A. – Podružnica Zagreb
za gradnju i usluge
Trg Petra Preradovića 3, HR10000 Zagreb
predstavnici: Konstantinos Mitzalis
Koulis Pittaros
pravni oblik: inozemna podružnica

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MB: 05090644
IBAN: HR1323600001102844352
Zagrebačka banka d.d.



POPIS PREFAKTURIRANIH RAČUNA

Prilog računu br. 6/2/21

Računi - Medius d.o.o., OIB: 78225674173		
Broj računa	Datum računa	Iznos
27-1-2	10.9.2021	645.645,00
34-1-2	13.10.2021	1.828.870,60
42-1-2	17.11.2021	2.011.866,20
44-1-2	17.11.2021	404.406,18
50-1-2	17.12.2021	1.002.726,11
51-1-2	17.12.2021	665.517,57
56-1-2	20.1.2022	1.095.700,60
57-1-2	20.1.2022	154.248,00
4-1-2	11.2.2022	1.767.676,15
5-1-2	14.2.2022	715.764,76
8-1-2	3.3.2022	191.527,41
9-1-2	3.3.2022	806.632,82
UKUPNO		11.290.581,40

AVAX S. A.
16 Amarousiou - Halandriou Str.
GR15125 Maroussi, Atena - Grčka
Opći trgovački registar - Grčka
Temeljni kapital: 36.629.788,00 EUR
OIB/VAT: EL 094183623

AVAX S. A. - Podružnica Zagreb
za gradnju i usluge
Trg Petra Preradovića 3, HR10000 Zagreb
predstavnic: Konstantinos Mitzalis
Koulis Pittaros
pravni oblik: inozemna podružnica

OIB: 57166824320
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MB: 05090644
IBAN: HR1323600001102844352
Zagrebačka banka d.d.

Zurich Insurance plc Niederlassung für Deutschland

**AVAX S.A.,
16 Amaroussiou-Halandriou Str.
GR 15125 Maroussi
Greece**

acting through its subsidiary

**AVAX S.A. - Podružnica Zagreb
Trg Petra Preradovića 3
10000 Zagreb
Croatia
PIN: 57166824320**

For any questions please contact:
Bürgschaftsausfertigung Mr. Reinhardt
Telephon +49 (0) 69 7115 - 2647 Telefax: +49 (0) 69 7115 - 2949
E-Mail: DEB_KTVBA@zurich.com

Frankfurt, 2020-09-15

Performance guarantee No.:	704.005.884.770 dated 2020-07-03
Amount of guarantee:	*623.700,00 EUR*
Contractor:	BRODOSPLIT d.d., Put Supavla 21, Split, Croatia, PIN: 18556905592

Additional Declaration

Dear Sirs,

We declare that the amount for the above mentioned performance guarantee

has been **increased**

from: ***623.700,00 EUR***

by: ***189.000,00 EUR***

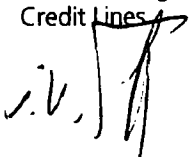
to: ***812.700,00 EUR***

The above is an essential part of our Advance payment guarantee.

All other stipulations continue to be valid in whole.

Sincerely yours.

Zurich Insurance plc
Niederlassung für Deutschland
Credit Lines



S.-Chr. Tschudi G. Martin

Rt/701.018.871.736-000003

BRONX, N.Y.

SECRET-GRADES SECRET JULY SUPPLY A21

185569055123

DATE SIGNATURE

Na se radi pomole trahine Vjeronikne Terike ti skrećem vinkuduvajine i prezno: **AVAX S.A.** Gledko, Alenka 16 Amaraoussou
Idemduyur Ste. GLEK S.A. Kikoussou, AVAX S.A. Douloussou Zimach. EMLD: HISS, 0812372729

Հիմա՛նք (Գրով Զարեմ) ինք. Կերո Մերմույն Զ.՝
Տիգրիս/ույսիտ 1 հունիսը՝

Oil: 57668-4320

[illegible]

INVESTIMENTI 70/21. BELLEVUE CANIA

[illegible]

„Koji tebe od danas usposređuje od strane vjetrovika priklonom podnošitelja zadovolice na tihlino, do nametanja, zaplijene svih tih stvari koje su ti u ovom svijetu, i slika ti s vjetrovima sadržanom u ovom zadovolju, isplatuje vjetrovima,-----

Vzrokovnik je ovlašten sam odrediti opseg ili vrstine ispunjenja tražbine prilikom podnošenja zahtjeva na naplatu, udalostno i prijedlogu za provedbu ovrtne ili prijedlogu za ovrtu.

Ova zaduženja izdali se u jednom primjerku i imu uteknuo rok na dan kada se ispravni dostavljaju Financijskoj agenciji (u dijeljenom tekstu, Agenciji), ako su ovim odjelom na protekli rok od 60 dana od dana kada je ispravni dostavljena Financijskoj agenciji.

Ni ovog zlobnikači ni u dodanim ispravama uz ovu zadatku, istočano kid i dužnik, obavezu prema yevonišu mogu preuzeti i druge (takođe u svojstvu javne plaćaca, davanjem plaćene kupa) i obliki ista u izjavi dužnika.

Ovu zadatnicu Agenciji dostavlja vjerovnik u iznosniku s učincima dosadere sudskog rješenja o ovisi izravno, putem dostavljenih priloženih usluga, priloženim priloženom poslijom s privatnom neposrednom dostavom ili preko javnog bilježnika.

Vjerovnik može svoj pravo iz ove zadužnice prenositi ispravom na kojoj je jasno utvrđen njegov potpis na druge osobe, koje u tom slučaju imaju pravo kupa, je po ovu zadužnicu imaju vjerovnik.

Na temelju isprave iz članka 214. stavak 1. 2. Ovršnog zakona, vjerovnik može po svom izboru zahtijevati na način propisan Ovršnim zakonima od Agencije: naplate svoje izdatice od dužnika ili jamaca plicnara, ili i od dužnika i jamaca plicnara.

Agencija je izjavila da na ovaj zahtjev izasluškova, kmanu i glavne koje je nuplacen. Ako je izvrsnik u cijelosti namirio svojih
mzbitnu prebiti spravi iz clanka 214. stavak 1 i 2. Ovršnog zakona, Agencija se odvrsiti u tunc duzika ili jancra platu i na njega.

Ispravne iz članka 2.14. shvaćen i, 1.2. Ovisnog zakona imaju svojstvo ovih isprava na temelju kojih se može imati ovih prava u skladu s

Uzdužnik, udovostio jinnice, platice je suglasen i pristaje da mu javni bijednik, nekdan mojster, izda evonik ove zadolžnice u skladu s izdankom članka 50. stavak 2. Zakona o javnom bijedništvu (zakonske novine, broj 78/93, 2/94, 162/98, 196/97, 75/99, 120/16). udovoljen članki 50. stavak 2. Zakonom o javnom bijedništvu (zakonske novine, broj 78/93, 2/94, 162/98, 196/97, 75/99, 120/16).

Mjesto i datum izdavanja

BRDORČEVIĆA INDUSTRIJA SPLIT
dioničko društvo. Split

Prophets dužnik

Serial 12-11-2020

Napomena: Izraz *unobzorne upisuje se* slovarima i brojevima. Ostali brojevi i datum upisuju se samo brojevima. Rodnom imu i datumi rođenja se ne upisuju.

Prednja lijeva u redu nije potrebna popunjati crtom.

Pravica riječima u tekstu nije potrebna pojamima etimolo-

[3] Uprisan stopu-zatezanje kromirane

Ime i prezime: _____

Sjedište/mjesto i adresa: _____

OIB: _____

DAJE SUGLASNOST

da se radi naplate tražnice vjerovnika iz ove zadužnice zaplijene svi moji računi kod banaka te da se novac s tih računa u skladu s mojom izvornom sadržanom u ovoj zadužnici isplati vjerovniku.

Mjesto i datum izdavanja: _____

Potpis jamca placata: _____

Ime i prezime: _____

Sjedište/mjesto i adresa: _____

OIB: _____

DAJE SUGLASNOST

da se radi naplate tražnice vjerovnika iz ove zadužnice zaplijene svi moji računi kod banaka te da se novac s tih računa u skladu s mojom izvornom sadržanom u ovoj zadužnici isplati vjerovniku.

Mjesto i datum izdavanja: _____

Potpis jamca placata: _____

Ime i prezime: _____

Sjedište/mjesto i adresa: _____

OIB: _____

DAJE SUGLASNOST

da se radi naplate tražnice vjerovnika iz ove zadužnice zaplijene svi moji računi kod banaka te da se novac s tih računa u skladu s mojom izvornom sadržanom u ovoj zadužnici isplati vjerovniku.

Mjesto i datum izdavanja: _____

Potpis jamca placata: _____



REPUBLIKA HRVATSKA

Javni bilježnik

Mija Šarić

Split, Hrvatske bratske zajednice Ja

POSREDOVANJE U PROMETU NEPOKRETNOSTI

Ja, javni bilježnik Mija Šarić, Split, Hrvatske bratske zajednice Ja, posređujem u prometu nekretnosti:

HRODOGRAĐEVNA INDUSTRIJA SPLIT, dioničko društvo u MBZ Brodski Bazar, OIB 18556905592, Split, PUT SUVAVALA 21, zatupljen po predlošku u općini Vrsićima 187 DEBELJAK, OIB 09971916975, HREGANA, VIADIMIRIJA NAZAROVA 32, 4. kat, 1000000, uvidom u vidom u sudski registar elektroničkim putem na danu koji dan, kao dionik.

podnijela prednju privatnu ispravu: ZADUŽNICA od 17.11.2020, sa prateću

Potvrđujem da sam prednju privatnu ispravu ispisao i utvrdio da ona po svim bitnim odredbama propisima o javnobilježničkim ispravama, a po svom sadržaju propisima u sadašnjem trenutku javnobilježničkog akta.

Sudioniku pravnog posla sam ispravu pročitao i je upoznao da poručeno pravno poslovanje ima snagu ovršnog javnobilježničkog akta. Sudionik odgovara na svojoj volji.

Javnobilježnička nagrada zadržana po čl. 7. Pravilnika o zadržanju i evidentiranju javnobilježničkih u ovršnom postupku u iznosu od 500,00 kn utvrdeno za 17.11.2020. i 17.11.2020.

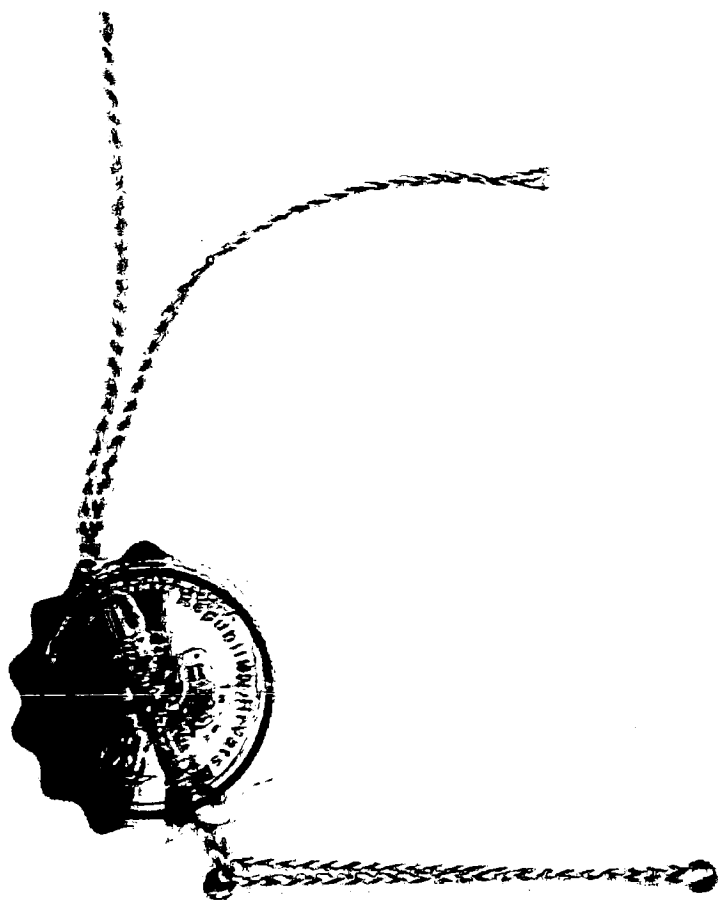
Split, 19.11.2020.



Javni bilježnik

Mija Šarić

POSREDOVANJE U PROMETU NEPOKRETNOSTI



ADDENDUM No: 1
TO SUBCONTRACT AGREEMENT NO. OC 2000010 DATED 03/06/2020

Concluded on 4th of August 2020 in Ston, by and between:

AVAX S.A. a company organized and existing under the laws of Greece, at whose principal place of business is at 16 Amaroussiou-Halandriou Str. GR15125 Maroussi, Greece, acting through its subsidiary **AVAX S.A.-Podružnica Zagreb** organized and existing under the laws of Croatia, at whose principal place of business is at Trg Petra Preradovica 3, 10000 Zagreb, PIN 57166824320 represented by Mr Koulis Pittaros – Branch Director
hereinafter referred to as **the Contractor**

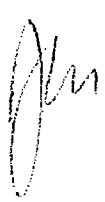
and

BRODOSPLIT d.d. a company organized and existing under the laws of Croatia, at whose principal place of business is at Put Supavla 21, Split, PIN 18556905592 represented by Tomislav Čorak– Member of the Management Board
hereinafter referred to as **the Subcontractor**

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

Considering that:

- a) the Contractor declares that on the basis of Contract dated 09.10.2019 concluded with the Client he is the Contractor of the Works,
- b) The Parties acknowledge they have already signed a subcontract on 03/06/2020 with the Subcontractor for the execution of the steel structure of Ston bridge (hereinafter referred to as the **Subcontract Agreement**);
- c) the Parties wish to contract additional works related to the steel structure for Prapratno Viaduct



the Parties conclude this Addendum No 1 to the Subcontract Agreement (hereinafter referred to as the Addendum) with the following wording:

§ 1.

SUBJECT OF ADDENDUM

1. The Contractor orders and the Subcontractor accepts the execution of steel structure works for Prapratno Viaduct within the Contract consisting in:
 - a) Supply of materials, fabrication, anticorrosive protection and painting in the manufacturing plant,
 - b) transport onto site by sea and by land,
 - c) assembly and lifted to the final position on site of the steel structure for Prapratno Viaduct (hereinafter referred to as the **Steel Structure Prapratno**) and
 - d) execution of workshop documentation, assembly design and as-built documentation in the scope stated by this Addendum and Subcontract Agreement. The Subcontractor shall collaborate in preparing the above documents with company IPZ d.d. which is the Designer responsible for the execution design of the project.
2. The Parties agree that the execution of Steel Structure Prapratno shall be a measurable contract based on the same agreed unit price and method of payment as stated in the Subcontract Agreement. The estimated quantity for steel structure Prapratno is 600.000 Kgr. and the estimated value of addendum no 1 is $600.000 \text{ kgr} \times 3,15 \text{ euro/kgr} = 1.890.000 \text{ euro}$.
3. A separate Programme of work shall be agreed between the Parties for the execution of steel structure for Prapratno Viaduct. The detailed scope of works related to Steel Structure Prapratno is specified in
 - a) Main Design prepared by the Client (Attachment No. 1)
 - b) Technical Specification (Attachment No. 2)
 - c) Quality Assurance System (Attachment No. 3)
 - d) Environmental Plan (Attachment No. 4)

- e) Safety Plan (Attachment No. 5)
- f) General Time Schedule (Attachment No. 6)

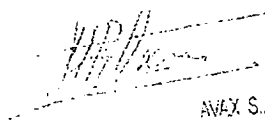
The Attachments make an integral part of this Addendum and shall have the priority in order as they are listed above.

- 4. Commencement of Subject of Addendum No1 is the date of signing.

§ 2 FINAL PROVISIONS

- 1. Unless otherwise defined herein, all terms beginning with a capital letter which are defined in the Subcontract Agreement shall have the same meaning herein as therein unless expressly provided herein to the contrary.
- 2. All the other terms of the Subcontract Agreement apply accordingly to the Subject of this Addendum.
- 3. Parties mutually agree that all other provisions of the Subcontract Agreement, except those amended by this Addendum, shall remain in force unchanged and applicable.
- 4. This Addendum is made in two (2) identical copies in English language, one copy for each side.
- 5. Parties have read and understood this Addendum and in sign of accepting the rights and obligations thereof sign the Addendum.

CONTRACTOR



AVAX S.A. - Podružnica Zagreb
Zagreb, Trg Petra Preradovića 3

SUBCONTRACTOR



AGREEMENT NO. ... dated 03/06/20)

Concluded on 3rdth of June 2020 in Ston, by and between:

AVAX S.A. a company organized and existing under the laws of Greece, at whose principal place of business is at 16 Amaroussiou-Halandriou Str. GR15125 Marousi, acting through its subsidiary **AVAX S.A. -Podružnica Zagreb** organized and existing under the laws of Croatia, at whose principal place of business is at Trg Petra Preradovica 3, 10000 Zagreb, OIB 57166824320 represented by:

Mr Koulis Pittaros –Branch Director, OIB 16844205990

hereinafter referred to as **the Contractor**,

and

BRODOSPLIT d.d. a company organized and existing under the laws of Croatia, at whose principal place of business is at Put Supavla 21, Split, PIN 18556905592 represented by:

1. Tomislav Corak – Member of the Management Board

hereinafter referred to as **the Subcontractor**.

Considering that the Contractor declares that on the basis of Contract dated 09.10.2019 concluded with Hrvatske ceste d.o.o. (hereafter referred to as the **Client**) he is the Contractor of the Works related to the execution of Contract named: "Construction of Ston bypass (DC414), subsections: Sparagovici / Zaradeze-Prapratno and Prapratno-Doli" (hereinafter referred to as the **Main Contract**), the Parties conclude an **Agreement** with the following wording:

§1.

SUBJECT OF AGREEMENT



1. The Contractor orders and the Subcontractor accepts for execution construction works within the Main Contract of: "Construction of Ston bypass (DC414), sub-sections: Sparagovici / Zaradeze-Prapratno and Prapratno-Doli" consisting in:
 - a) Supply of materials, fabrication, anticorrosive protection and painting in the manufacturing plant,
 - b) Transport onto site by sea,
 - c) Assembly and lifting to the final position on site of the steel structure for Ston bridge (hereinafter referred to as the **Steel Structure**),
 - d) Execution of workshop documentation, assembly design and as-built documentation in the scope stated by this Agreement. The Subcontractor shall collaborate in preparing the above documents with company IPZd.d., Prilaz baruna Filipovića 21, Zagreb, PIN: 94810978461 which is the Designer responsible for the execution design of the Project.
 - e) The Subcontractor in relation to the ten years Warrantee Period shall be responsible for the execution of any necessary repair works and making good any defects as per the terms of this Agreement at his own cost..
2. The detailed scope of works, mentioned in item 1 and binding rules for their execution are specified in:
 - a) Main Design prepared by the Client **attachment No.1**,
 - b) Technical Specification (opci uvjeti izvogenja) for the above scope of work are attached hereto as **attachment No.2**,
 - c) Quality Assurance System **attachment No.4**
 - d) Environmental Plan **attachment No.5**
 - e) Safety Plan **attachment No.6**
 - f) General Time Schedule **attachment No.7**
 - g) Scope of Work table **attachment No.8**
 - h) List of idle cost in case of delay **attachment No 9**.
 - i) Letter from Client dated 02.06.2020 **attachment No 10**.

The documents listed in items a),b),c),d),e),f),i), are submitted to the Subcontractor by the Contractor. The documents listed in items g),h) are submitted by the Subcontractor to the Contractor.
3. In more details, the Subject of the Agreement includes especially

 
2

- 1) Preparation of workshop documentation and the design of assembly of steel structure for Ston bridge, subject to the Contractor, Designer IPZ and the Supervising Engineer's acceptance;
 - 2) Supply of material steel type S355J2+N, according to the drawings and specifications for execution of steel structures for Ston bridge;
 - 3) Anti-corrosion protection of the steel structures of Ston bridge by sandblasting and paint coating according to the drawings and specifications;
 - 4) Transport by the sea or by the land of the produced steel structures to the site and their unloading;
 - 5) Execution of all temporary works for installation excluding temporary works for building site such as embankments for the cranes and access roads which is the Contractor obligation;
 - 6) Execution of assembly and uplifting of the steel structures for Ston bridge;
 - 7) Preparation of documentation required by the Agreement, including a quality assurance plan, method statement for welding and as-built documentation;
 - 8) Coordination with the Main Designer of Ston bridge.
-
4. The Subcontractor confirms that he has received all documents listed in article 1.2 above from the Contractor necessary for the execution of the Subject of Agreement.
 5. Not later than 14 days before the commencement of works, the Subcontractor shall present to the Contractor with a Design of Works along with workshop designs of subsequent elements of the Steel Structures for their acceptance by the Contractor and the Client. The Subcontractor may commence the execution of the Steel Structure elements after the Contractor and the Client's written acceptance to the workshop design of these elements.
 6. Not later than 30 days before the commencement of the works, the Subcontractor shall present, for the Contractor and the Client's approval, the design of assembly and the method statement for the execution of works which shall include the drawings, sketches, calculations and other details related to the assembly of subsequent elements of the Steel Structures. The condition for the commencement of works will be an approval for the assembly design.



The Subcontractor shall submit all certificates, attests, technical approvals, manuals and other documents necessary on account of the Subject of Agreement, as detailed in the Technical Specification.

The principles of the steel construction assembly including the face of con-
creting the deck shall be agreed and included as Attachment No.6

§2

ELEMENTS OF AGREEMENT

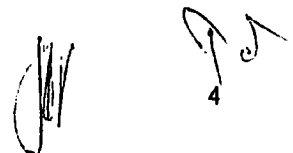
For the completion of the Agreement there shall apply the provisions of this agreement with attachments, binding legal regulations and the regulations given below, however in case of discrepancies the priority of regulations shall apply, provided that statutory regulations allow:

- a) Present Agreement
- b) Main Design
- c) Technical Specification,
- d) Programme of Works,
- f) European and Croatian technical standards,
- g) Health and safety regulations especially in accordance with the Occupational Safety Act (official gazette n0 71/2014, 118/2014, 154/2014, 94/18, 96/18).
- h) Quality Assurance System of the Contractor
- i) Environmental Plan of the Contractor
- j) Building Law regulations
- k) Other law regulations as specified in art.1.13 of special conditions of the Main Contract.

§3

CHANGE OF THE SCOPE OF CONSTRUCTION WORKS

1. The quantity scope of works covered under this Agreement may be increased or decreased without the change of unit prices written in attachment No.3. Increase



Handwritten signatures and a small number 4.

of the quantity of works covered under the cost calculation will be paid on the basis of unit prices for the basic scope, acc. to attachment No.3.

2. Change of the scope of works resulting from additional orders from the Contractor is acceptable, unless they are related to a change of the building permit. Under this Agreement, the Contractor may subcontract works as additional works, but only the works related with the primary subject of Agreement. Additional works should be ordered as an annex to this Agreement defining, among other, the price for additional works and effects of additional works to the deadlines, to be signed by the Contractor and the Subcontractor.
3. Change of the scope of the construction works must be made within the general time for execution of the whole investment subject to the Agreement's provisions.
4. Construction works, which will be executed by the Subcontractor without an order or on his own and which deviate from the provisions of this Agreement will not be paid for.
5. Settlement of accounts for additionally ordered works and materials used will be determined respectively:

For the same or similar works - on the basis of the breakdown of basic unit prices; of which in attachment No.3; For other works – rates should be negotiated by the Parties.

§4

PROHIBITION OF SUBCONTRACTING

The Subcontractor may entrust the execution of any part of the works under this Agreement to other subcontractors or service providers only if a written consent is granted by the Contractor, unless the Subcontractor subcontracts its affiliates in which case written approval of the Contractor is not required, otherwise the Contractor may terminate the Agreement for the Subcontractor's fault and the Subcontractor will pay stipulated penalties defined in §22. Moreover, if in spite of this record, the Subcontractor uses services or in any other way takes advantage of other subcontractor, costs of remuneration for the subcontractors is incurred in total by the Subcontractor.

§5

GENERAL CONDITIONS FOR THE EXECUTION OF WORKS BY THE SUBCONTRACTOR

Becoming acquainted with the conditions of works execution:

- 1 The Subcontractor is obliged to become familiar with the conditions for the execution of works in respect of utilities of the area, where the investment is executed. The Subcontractor undertakes meeting due caution during the works execution.
2. The Subcontractor is aware of and prepared for a necessity of parallel execution of works with other subcontractors, the Contractor and therefore he declares to make effort to ensure co-ordination and lack of conflicts during the execution of works at the Main Contract in accordance with General Time Schedule attachment No.8. In the event other participants on the Project are in delay with performing their works, which consequentially cause the delay in performance of Subcontractor's works under this Agreement or the Subcontractor is unable to start the works because the site where the works are supposed to be performed is in an inadequate condition for their performance, the Contractor is obliged to grant the correct time extension for the Subcontractor and advise him in advance of the period of the delay in order the relevant rescheduling to take place and if necessary the fabricated elements to be safely stored within the facilities of the Subcontractor for a short period. In case the delay is caused by the Client and the Contractor is granted any additional fee to cover cost then the principle 'back to back ' applies for the Subcontractor also to cover his additional cost.
3. In relation to the case of delay of assembly works of the steel structure due to the delay of any works to be executed before start and during the assembly , the Parties agree the following:
 - a) The Subcontractor shall provide a table with the relevant idle cost to be suffered by him in case of such a delay .Attachment no 9 of this Agreement.
 - b) The Contractor shall be able to revised the agreed time schedule of the assembly works up to two month before the agreed start time without any cost implications. However if such a revision takes place, the Subcontractor shall

confirm if there is any cost or time implication only due to long term planning in advance of the crane, barge and tag boat. In any case the Subcontractor shall try in the best possible effective way to accommodate any possible change.

c) No charge shall be claimed by the Subcontractor for the additional time the steel elements shall remain within his factory due to the above delay. If the delay for the transportation of the elements exceeds the two months from the planned date to be transported, then a charge as indicated in the above list may apply.

4. Subcontractor bears full responsibility for damages done to works of Contractor, other Subcontractors of the Project as well as damages done to third party, when it can be proven that the damages arose directly and only due to the reasons dependent from Subcontractor in connection with works carried out by this Subcontractor.
5. Until Final Acceptance of Subject of the Agreement, Subcontractor bears individual responsibility for his activities and abandonments
6. Due to the Contract requirements, the Subcontractor is obliged to execute works within normal working hours in accordance with the Law of the Republic of Croatia. The Subcontractor shall not carry out works on non working days determined by the Law except upon the Engineer's written approval.

Professional character of Subcontractor's activities/Duties:

7. The Subcontractor declares that the works under this Agreement belong to the scope of his activities, performs his tasks professionally and is in possession of appropriate equipment, labor and financial capacities to execute the subject of this Agreement properly. The Subcontractor takes an obligation to execute works in a complex, timely way, and according to the Agreement with Contractor's guidelines, including defects removal, and to:
 - a) Obey, during the execution of works, all the regulations concerning building law, Health & Safety, environment protection, waste management act, anti-fire protection and provide continuous technical and H&S surveillance. Fees and penalties for not obeying the law, violating standards stipulated in



relevant legislation during the execution of works will be covered by the Subcontractor releasing the Contractor totally from such responsibility.

- b) Direct to the execution of works only persons having adequate qualifications, licences and experience, including – at the Contractor's demand – the provision of a works manager having adequate licenses as well as replacement or removal of a person directed by the Subcontractor to the execution of the subject of the Agreement if, in the Contractor's assessment, the person does not guarantee the proper and timely execution of the Subject of the Agreement (especially behaving in a non-competent or neglectful way, does not follow the resolutions of the Agreement) and also when the person infringes their professional duties, behaves in a careless way or harmful for safety, health or the environment.
- c) Execution of works only with the use of technically efficient and safe equipment and machines,
- d) Protect and mark the works properly and take care of the technical conditions and proper signing of the site during the execution of tasks, particularly taking into account health and safety protection of people,
- e) Subcontractor is obliged to present, latest 21 days from signing of the Agreement the General Quality assurance plan, and 14 days after the approval by the Engineer of the works documentation, the Subcontractor shall present the detailed quality assurance plan.
- f) Respect the Contractor's Environmental Plan and Health and Safety Program , - **attachment No.6 and No.7.**
- g) Provide Bridge Expert with similar experience for three bridges in order to be approved by the Client. The Bridge Expert or by him authorised expert shall keep Site Diary in accordance with legislation for the Bridge works where all the inspections by relevant authorities should be registered. These documents should be available on site any time for the Contractor and for people authorized by the Contractor. The availability of the documents does not exempt the Subcontractor for the liability and does not signify that the entries are accepted.

- h) At least four weeks prior to incorporation, installation and use, submit to the Contractor a complete set of attestations, CE certifications, certificates of conformity, technical approvals and manufacturers' warranties for the materials and devices together with a set of materials and all other documents required by Technical Specification constituting Attachment no.2 or regulations of the law. The Subcontractor agrees also to apply materials which are approved by the Supervision on behalf of the Client in accordance with the Contract Conditions. All the relevant tests as per Contract technical requirements shall be executed including ND tests and a representative of the Engineer should follow all the production procedure. All necessary permits from the relevant authorities for the erection works shall be obtained by the Subcontractor on behalf of the Contractor before commencement of erection works. It must be stated that a special permit for the canal in Ston is required before any steel elements are transported and installed.
- i) Submit to the Contractor updated as-built drawings (number of copies specified in Main Contract) with the changes constituting modifications of the working drawings, within 14 days from the final taking-over of the works,
- j) The works which for the material applied or execution are not compliant with the binding regulations or stipulated requirements, unless approved by the Contractor, will not be accepted nor paid for by the Contractor. On the Contractor's demand the Subcontractor is obliged to change the product, remove it or replace it at his cost, only in case if this product is not accepted by the Client or the Engineer, by the time of taking over of the structure.
- k) If indicated by the character of activities executed by the Subcontractor, the Subcontractor is a producer of waste materials acc to the regulations on waste. In the first place, during the execution of the Subject of Agreement the Subcontractor is obliged to recover construction waste (e.g. concrete waste, soil, debris); if for technological reasons it is impossible or unsubstantiated due to ecological or economic reasons, the Subcontractor should submit the waste for disposal. The Subcontractor is obliged to present to the Contractor waste management method as a condition for the

final taking over of the Subject of Agreement. All the materials unsuitable for reuse which need to be deposited and which come from the works executed within the framework of the investment, such as for example demolitions, earthworks, and also cutting and logging of trees, will belong to the Party stated in the Main Contract.

Termination of agreement / suspension of works:

- l) In case if the Agreement is terminated, or withdrawn from by any of the parties, the Subcontractor shall protect works which have been executed so far and shall leave the area no later than 14 days from the termination or information on withdrawal. If the termination is not due to the fault of the Subcontractor, the cost of protection shall be covered by the Contractor.
- m) In case of suspension of works, irrespective of its cause, the Subcontractor will be obliged to protect all the works, executed until then and maintain them till the works are resumed. If Contractor receives from the Client any additional income to cover cost of suspension then he undertakes to pay to Subcontractor the reasonable costs of locked capacity during suspension period on the back to back principle. In such a case the Subcontractor shall receive the cost of protection from the first day.

If suspension period takes longer than six months, Subcontractor is entitled to terminate the Agreement.

- n) The Subcontractor gives his consent for the cession of rights from the Agreement onto the Client in the case where the Main Contract between the Client and the Contractor is terminated.

Rules for the cooperation with the Contractor:

- 8. The Subcontractor will inform the Contractor immediately about any important issues concerning this Agreement and its execution. All the matters related with the Engineer and/or Client will be submitted and dealt with by the Subcontractor only through the mediation of the Contractor.
- 9. During the realization of the investment, the Contractor has a constant right to enter the construction's Site at his own risk, with reservation that all the relevant health and safety regulations are obeyed.

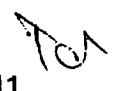
 

10. Any differences of opinion, arisen during the execution of the Agreement, between the Contractor and the Subcontractor do not have impact on this Agreement and the Subcontractor's obligations included in it. Such differences cannot lead to disruption, delay nor any other problems with the execution of the Agreement and the Main Contract.
11. If the Contractor demands tests according the Engineer and/or the Client request and ND approved plan, during works execution, concerning the quality of materials used for the execution of the works, the Subcontractor is obliged to execute them at his own cost.
12. If the Subcontractor covered works to-be-covered without acceptance, he is obliged to uncover the works on his own and to restore the works to the previous state after the acceptance.
13. The Subcontractor shall inform the Contractor within 5 working days about all the circumstances which may render proper execution of the works difficult and about all variations and departures from the submitted designs and documents, which constitute the basis of this Agreement, and the introduction of which might be necessary. The Subcontractor shall obtain a Contractor's consent to the above variations and departures. In case of failure to meet the deadline mentioned above, the Subcontractor shall lose the right to make reference to the circumstances in the future. The Contractor's consent to changes or departures will depend on the Client's consent in a scope required by the Main Contract. The Contractor shall inform in such a situation about his decision as soon as he receives relevant information from the Client and the Engineer.
14. Subcontractor is obliged to check the documentation provided to him by Contractor, including Main Design Documentation as to its correctness and completeness up to 2 weeks from its delivery.

§6

PARTICULAR SUBCONTRACTOR'S DUTIES

1. Subcontractor accepts as fact that Subject of Agreement is a part of the Project, which is being executed by Contractor under the Main Contract concluded with

 11 

Client. Subcontractor ensures that during execution of obligations resulting from this Agreement, none of his action or negligence, due to the reasons he is responsible for, will not cause failure to fulfill by Contractor obligations resulting from Agreement, which are related to the Subject of Agreement. Subcontractor will execute the Subject of Agreement and will repair any faults in such a way that none negligence connected with the execution will be, will cause or contribute to failure to fulfill by Contractor of any duties resulting from Agreement and related to the Subject of Agreement.

2. The Subcontractor shall be responsible for all permits and traffic arrangements with the authorities for the transportation of his materials and equipment to the Site.
3. The Subcontractor shall be responsible for power supply, internet, telephones and water for his site facilities and for his execution of the constructions works under this Agreement within the area of construction site.
4. The Subcontractor shall be responsible for security guard protection for his site facilities
5. The Subcontractor in the scope of Subject of Agreement will perform unloading of elements for Steel Structure assembly delivered on construction site and will be responsible for proper storage and protection of the elements for Steel Structure assembly until the time of partial technical take-over of individually assembled elements of Steel Structure.

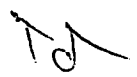
§7

MATERIAL

The Subcontractor undertakes to submit, under this Agreement, at his cost and risk all the materials required for the execution of the Subject of Agreement, according to Main Design Specification which constitutes Attachment No.2 hereto. All the relevant tests as per contract conditions and specifications shall also be executed at the cost of the Subcontractor.

§8

INSURANCE



Subcontractor will participate in costs of the insurance against all construction risks in the scope of the whole of works under the Project which were borne by General Contractor. The General Contractor will charge the Subcontractor with cost of insurance proportionally with Subcontractor's value of assembly works only to the total contract value. Compensation of the costs will be realised through the monthly invoices of the Subcontractor up to maximum 20% per value of each invoice until the full amount is recovered. The Subcontractor is providing his own insurance for works at the factory and for transportation.

§9

OBLIGATIONS OF THE CONTRACTOR

1. The Contractor is obliged to pay monthly invoices to the Subcontractor in accordance with paragraph 11, 12 and 14.
2. The Contractor consents to make all effort to assure undisturbed course of the construction works. He is obliged to cooperate with the Subcontractor during the execution of every stage of the works, according to the Programme of Works agreed between the Parties, if necessary for the execution of works and if the Supervision agrees to such activities.
3. Moreover, the Contractor:
 - a) Is obliged to make the area of works under this Agreement available to the Subcontractor on the basis of a handing-over report,
 - b) Is obliged to make the setting-out in the area on the basis of which the works included in the Agreement will be executed.
 - c) is obliged to take-over the works according to the provisions of this Agreement.

The Contractor shall provide within the Site expropriated area, access hardened areas for storage, consolidation and assembly of the steel structure and hardened area for Manitowoc crane, exactly five positions for liftings of steel structures and operational coasts on both side of channel. The Contractor should provide scaffolding as working platform around the top of each pillars.

§10

ADDITIONAL OBLIGATIONS OF THE CONTRACTOR

The Contractor assumes an obligation, to provide an appropriate area within the expropriation zone for parking cranes, forklift, official cars, at least six containers to be used as site facility for the Subcontractor.

§11

TAKE - OVERS

1. Subcontractor will submit to Contractor until the 25'th day of each month Progress Report for approval, in the form compliant with a template submitted by Contractor. If Subcontractor will not submit the Progress Report in the deadline stated above or will submit incomplete report or in any other way, which is against this Agreement, he may cause that Subcontractor will be entitled to the payment for works covered with the Work Progress Report not earlier than in the next settlement period provided that Work Progress Report compliant with this Agreement is submitted to Contractor timely and it has been approved by Contractor as per the procedure specified in the Agreement. For the Progress Report Subcontractor is obliged to attach the following documents:
 - a) Works value from the beginning of construction until the end of each settlement period supported by the relevant measurements of the executed works by the Surveyors,
 - b) Reduction by the total of amounts being previously invoiced,
 - c) Quality documents required by Technical Specification such as tests, certification of materials used etc.
2. Works Progress Report submitted by Subcontractor will be the subject of approval for Contractor within 3 days after approval of proper Work Progress Report of Contractor and including the data of Subcontractor works in Interim

Payment Certificate submitted by Client. In the same period Contractor will submit to Subcontractor Interim Payment Certificate.

3. Final acceptance of the Subject of Agreement will be carried out according to the following procedure:

After submitting by the Subcontractor to the Contractor's representative a written notification on readiness for final acceptance, referred to in §23 section 2, if the Subcontractor has executed the whole of the Subject of the Agreement and has submitted the documents required by the Client and the Contractor, in particular:

- a) Welding diary, steel structure assembly diary,
- b) Admissions, approvals, certificates, any necessary attestations, manufacturer's quality guarantees and manufacturer's manuals as well as conformity declarations for precast elements, materials, agreements and all other documents required within the rules of existing provisions and the Main Contract,
- c) Complete as-built documentation in 4 hard copies and in electronic editing format,
- d) As-built land surveying inventory inspection in the scope of Subject of Agreement,
- e) Reports from required tests, tests of Subject of Agreement and certificates of proper authorities, concerning take-over of works by experts in the scope required by regulations in force;
- f) Works Manager statement about conformity of Subject of Agreement works execution with Design Documentation, conditions of building permit and regulations and Croatian standards in force;
- g) Any agreements, opinions and statements of proper authorities in the scope concerning Subject of Agreement;
- h) Other documents, foreseen by Agreement or current regulations;

The Contractor will present these works to the Engineer's Inspector for approval in the monthly Project's progress report. Final Acceptance of Subject of Agreement shall be made by the Contractor within 14 days after take-over by

Client Supervision Inspector of all works being the Subject of Agreement (and if applied by a representative of appropriate User/Owner of the devices/networks from the Contractor).

4. The Subcontractor, not later than within 14 days from the date of Final Acceptance Report's signing by the Parties of the Subject of Agreement, is obliged to hand over the construction site. During this time, all works connected with cleaning and development of construction site and around the site stated within the Agreement must be finished by the Subcontractor. Hand-over of the construction site will be conducted on the basis of report signed by the Parties.
 - a) Works will be taken-over if they are executed in accordance with the scope and provisions of the Agreement and there are no objections in respect to the quality of these works.
 - b) The Contractor reserves the right to refuse to do the final taking-over in the case where defects or faults are stated or incompleteness of execution in the subject of the Agreement which occurred due to the Subcontractor's fault. For the taking-over of works Subcontractor will submit the relevant As-built Documentation.
 - c) Technical taking-over of works to-be-covered is acceptable. After the Subcontractor notifies about the need to perform such a taking-over/acceptance, the Contractor will submit the works for the Engineer for his acceptance. The technical acceptance/taking-over of works to-be-covered by the Contractor will be performed on the same day as the works are accepted/taken-over by the Engineer.
 - d) Every of the acceptances/takings-over will be confirmed by a taking-over certificate which will define the scope of the works taken-over, their quality and conformity with every of the acceptances/takings-over will be confirmed by a taking-over certificate which will define the scope of the works taken-over, their quality and conformity with the Agreement as well as any possible defects and faults and the method and date of their removal. Taking-over report should be signed by authorized persons, referred to in §23, section 2, taking into account conditions specified herein.
5. The Client shall become the owner of materials at the moment defined under Article 7.7 of the Special Conditions of the Main Contract.

§12

DATES

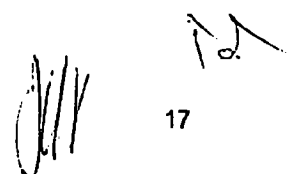
1. Commencement of Subject of Agreement execution will follow on the date of this particular Agreement coming into force.
2. The works shall be completed, taking Subject of Agreement into account, not later than on the date specified under attachment No.8.
3. Deadlines for individual stages of works completion to be executed by the Subcontractor are stated in the General Time Schedule being attachment No.8 to this Agreement which shall be revised.
4. Date of the completion of works is a date of signing Final Acceptance Report by the Parties, according to §11 above.
5. The Subcontractor shall bear no risk for deadlines change, stated in the General Time Schedule, in case when:
 - a) Ordered by the Contractor, according to § 3 of this Agreement, additional works require in the Contractor's and Subcontractor's assessment a change of completion date, mentioned in the item 2 above, on the condition that necessity to change a deadline due to the ordered additional works has been submitted by the Subcontractor in writing before signing the annex for additional works mentioned in § 3 of this Agreement,
 - b) There are delays in the deadlines for assembly of structure result from the reasons which the Contractor is responsible for.

§13

FORCE MAJEURE

Each Party may be exempted from the responsibility for failure to execute or improper realization of obligations in case where it results from the force majeure, which is understood as an event or circumstances which:

- a) a Party has no influence on
- b) a Party could not be protected against in a rational way before signing the Agreement;



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- c) when occurred, could not have been in a rational way avoided or overcome, and
- d) cannot be considered as evoked, to a large extend, by the other Party

Force majeure includes in particular such circumstances as wars, war actions, acts of terrorism, riots, strikes of other people than the Party's personnel, natural catastrophes and other events which meet the requirements defined in items a-d above. In any case, the Party which due to force majeure suffered difficulties or could not fulfil the Agreement immediately undertakes to remove the results of force majeure and fulfil the contractual obligations. Resolutions of paragraph 5 section 12 of this Agreement are applied adequately.

It will be determined whether event is to be considered a force majeure event on a case-by-case basis applying the requirements listed under point (a) – (d). All event mentioned herein may or may not be considered as force majeure depending on fulfilling the requirements listed under point (a) – (d)

§14

REMUNERATION

1. The Parties agree that the remuneration for Subcontractor will be paid for each invoice in accordance with the agreed unit price of :

- i. $3,15 \text{ euro/kg} * 7,43 = 22,96 \text{ HRK/kg}$ for 50% of the approved quantity
- ii. $3,15 \text{ euro/kg} * \text{mean exchange rate of the National Bank of Croatia of euro to HRK on the date of invoice of the particular invoice}$ for the additional 50% of the approved quantity

since this Agreement is a measurable contract. The quantity is indicative and the Parties agree that if the final quantity is increased or decreased, then no additional payment shall be paid to the Subcontractor from the agreed unit price.

2. The remuneration cover all costs borne by Subcontractor in order to execute the scope of Subject of Agreement specified by this Agreement, properly, on time and as a complex task. The Subcontractor is obliged to undertake any administrative activities, necessary for the execution of Subject of Agreement according with

current regulations and to cover any due payments resulting from the application of the regulations. The remuneration covers any necessary costs for execution of Subject of Agreement deliveries and services.

3. The agreed unit price of all the activities are constant during the whole period of Subject of Agreement execution and do not undergo a rise in any circumstances, except in case of price escalation paid by Client to the Contractor in accordance with the Main Contract. Any changes in the scope of VAT, income tax, custom duties or tax from civil-legal activities, stamp duties, change of currency exchange rate or rise of material prices or services cannot justify the change of remuneration due to Subcontractor. However the Parties agree that the formula for price escalation as per Main Contract shall apply on the back to back principle.
4. To the remuneration established in herein section VAT tax will be added on the rules established by the law regulations current on the date of each invoice.
5. Under the agreed remuneration the Subcontractor is obliged to execute the Subject of Agreement according to the Agreement's requirements. Contractual Conditions are defined under the Attachment No.5 to this Agreement.
6. It is assumed that the Subcontractor has performed inspection at the construction site and its surrounding has analyzed documents and regards them as sufficient for conclusion of the Agreement with remuneration, and particularly he has analyzed:
 - a) Soil conditions, land development and expropriation area handed over to Contractor for the execution of the Agreement;
 - b) Hydrological and climate conditions,
 - c) Size and nature of temporary works and installation-construction works as well as materials and equipment necessary for execution of Subject of Agreement.and moreover, he has obtained all necessary information and explanations concerning the works scope and necessary materials for executing the purpose of Subject of Agreement, risks connected with Subject of Agreement execution, possible threats and other circumstances, which may affect the rights and obligations resulting from the Agreement and has considered such information as

sufficient for undertaking the works execution of Subject of Agreement in stated time and for the remuneration provided in this Agreement.

7. Quantities are measured approved and paid as per agreed method of measurements of the Main Contract. The Subcontractor shall receive payment not for the actual quantities executed but only for the quantities approved and paid by the Client to the Contractor under the Main Contract.

8. On the back to back principle the Subcontractor accepts to pay the General cost incurred by the Contractor in relation to assembly of the Steel Structure: Surveying based on invoices issued for Surveying. This participation will be valid only during the assembly execution time. The Contractor shall charge the Subcontractor's cost at a rate of 360kn/hour for a group of two surveyors including all of their cost. All the working hours shall be agreed in writing between the Parties. The Parties agree the Subcontractor is entitled to hire its own Surveyors subject to previous written notice to the Subcontractor , at least ten days prior to start of the assembly works on site

9. The Subcontractor is fully aware of the implications of the current coronavirus pandemic and the relevant changes on the freedom of movement of goods and people and he also accepts that maybe shortages of imported goods in the coming months. All the above implications have been considered in his offer unit price and time of completion if they last for a period of not more than six months. If the present implications continue for a period of more than six months and there is a cost impact and time implications to the execution of the subcontract ,then the principle back to back applies based on the relevant claim from the Contractor to the Client.

§15

TERMS OF PAYMENT

1. Final payment will be based on the unit price specified in above article 14. 1 to the Agreement and confirmed in writing quantities of the executed works.

2. The Parties agree to sign a report on the execution of works under the Agreement, in which the amount will be specified, scope and quality of the executed works and it will be agreed whether any mutual claims are raised.
3. The Subcontractor declares that is a VAT taxpayer and is authorized to issue VAT invoices.
4. The Contractor declares that is VAT registered and is authorized to receive VAT invoices.
5. Interim Payments for the assembly works will be settled at the end of each calendar month in which the works were executed, and will cover all scope of works executed in the given month, exactly at the same way the Contractor shall receive the monthly Interim Payments from the Client under the Main Contract. Therefore the principle back to back fully applies in relation to payments especially since the Subcontractor is confirmed under the Main Contract as Nominated Subcontractor and he is going to receive payments directly from the Client. In relation to the agreed by the Client payments under letter dated 02.06.2020 (Attachment no10), for 40% of the total amount for steel structure of Ston Bridge stated in the Main Contract between Client and Contractor, for purchase of material and fabrication of the bridge elements in the workshop of the Subcontractor in Split , the Parties agree that the monthly approved amount of payments under this category shall be received in full by the Subcontractor following only the 10% reduction by the Client for retention. In the first invoice to be issued by the Subcontractor during the assembly period , the deduction of the additional amount (difference between forty percent of the main contract and forty percent under this subcontract agreement) received by the Subcontractor under the above payment arrangement shall be compensated to the Contractor. Regarding the payments of the Client, referred to under the letter dated 02.06.2020. (Attachment no10), the Contractor hereby assigns to the Subcontractor the claim towards the Client which relates to the difference between forty percent of the Main Contract and forty percent under this Agreement. The Contractor is obliged to notify the Client of this assignment simultaneously when issuing the invoice towards the Client.
6. The Interim Payment Certificate for the Subcontractor will be issued by the Contractor only after the prior approval of the quantities of works, executed by the



Subcontractor by representative of the Client's Supervision –in the form of the interim payment certificate issued under the Main Contract by the Supervision for the Contractor for the works executed by the Subcontractor.

7. Invoice shall be issued by Subcontractor based on Interim Payment Certificate issued by Contractor. Payment for the invoices will be settled directly by the Client since the Subcontractor is going to be approved as Nominated Subcontractor.
8. Invoices issued by the Subcontractor will be paid in the form of transfer by the Client to the Subcontractor's bank account indicated in the invoices.
9. The Subcontractor cannot transfer the receivables he is entitled to from the Contractor onto third parties without a written agreement of the Contractor except for assignment of receivables in form of the remuneration due to the Subcontractor on the basis of this Agreement onto the Bank financing execution of this Agreement by the Subcontractor.
10. Contractor has the right to retain payment for the executed faulty works or incomplete until the defects are removed and the works are taken-over against protocol without objections, under stipulation of sections 1-10 of this paragraph.
11. For payment for materials and devices bought by Subcontractor, then it shall be follow the same method of payment directly by the Client. If VAT needs to be applied on those invoices and not paid by the Client, it shall be paid to the Subcontractor by the Contractor after 60 days from the issue of the invoice.
12. After unconditional Final Acceptance of Subject of Agreement conducted according to this Agreement, the Subcontractor is entitled to issue a final invoice including the decisions of Final Acceptance Report.
13. One month before taking over of the Subcontractor's Works, the Contractor is obliged to provide the Subcontractor with an irrevocable, unconditional, and payable on the first written demand Bank Guarantee for the retention amount for the period between the 70 days after the date of issuance of Final Acceptance Report of the Subcontract works and the date the retention is paid by the Client under the Main Contract.

§16

TERMINATION OF AGREEMENT

1. The Contractor has the right to terminate the Agreement as a whole or in the non-executed part, beside the cases mentioned in Civil Code, when:

- a) The Subcontractor is executing the Subject of Agreement in a faulty way or contradictory with the Agreement's stipulations. Termination of Agreement shall be preceded with ineffective reasonable deadline passing appointed by the Contractor in writing to the Subcontractor, concerning the change of Agreement execution; Prior the termination of Agreement the Contractor has to issued written notice to the Subcontractor stating what is faulty behaviour with the Subcontractor's activity.
- b) The Client has withdrawn from convenience the Agreement between the Client and Contractor in which event the Subcontractor's rights shall be governed applying the back to back principle based on the relevant claim from the Contractor to the Client;
- c) The Subcontractor has suffered a 30 day-long delay in commencement or execution of the Subject of Agreement in relation to the deadlines specified in the Agreement;
- d) Bankruptcy proceedings were initiated or liquidation of the Subcontractor's company or the property of Subcontractor will be under seizure;
- e) Construction works will be suspended by virtue of a final administrative decision of competent authority or under the legally-valid sentence of the court for the period exceeding 60 days;
- f) In case the Contractor has withdrawn from the Main Contract with the Client due to the reasons which the Contractor is not responsible for.
- g) In case the Main Contract is terminated due to the reasons for which the Contractor is responsible for, the Contractor shall pay all executed works and services which may occur to the Subcontractor until the termination date

2. The Subcontractor has the right, apart from the cases mentioned in Civil Code, to terminate the contract in whole or in the non-executed part, if:

- a. The Contractor has received the relevant payment from the Client and without reason has delay the remuneration payment to the Subcontractor for at least 30

days and has not proceeded with a payment after the agreed additional deadline by the Parties, not shorter than 45 days.

b. Proceedings have been initiated in the matter of bankruptcy or liquidation of the Contractor's company:

3. When terminating the Agreement, the Subcontractor and the Contractor become entitled to settle all payments, including payments for invoices issued on the basis of interim payment certificates issued acc. to §15 section 8, taking into account the Contractor's right to settle conventional penalties, of which in § 22 of the Agreement. Furthermore the Contractor is obliged to pay for all materials purchased by the Subcontractor.
4. In the case of termination of the Agreement, the parties will prepare, within 5 working days from the termination, a stocktaking report of works executed but not settled financially, including the devices and fittings on site which is to be used for the Subject of the Agreement. The stock-taking report will constitute the basis for the final settlement of the works. In this case the provisions of §15 section 2 applies.
5. Each party may use the right to terminate the agreement, as defined in this paragraph, within 60 day after the day the Party was informed about the circumstance which is the reason for the termination.
6. The Subcontractor is entitled to be remunerated following back-to-back principle raised from the Main Contract if the Contractor is for the all cost, damages and lost profit compensated from the Client.

§17

REPLACEMENT EXECUTION

In the case mentioned in §16 item 2, first sentence, and in the case where the Subcontractor does not commence the removal of the defects indicated in the taking-over report within the determined deadline and within the warranty and guarantee period, after 4 weeks from the date determined by the Contractor for the removal of the defects or faults, the Contractor will accept a third Party appointed by the Subcontractor to do the repairs on his behalf and only if the Subcontractor is not responding to his contractual obligation, the Contractor shall be entitled to order removal of defects and

faults to another company at the Subcontractor's cost and risk, reserving the right to retain the Performance Bond and/or guarantee amount furnished by the Subcontractor referred to in §18 A) and §18 B) of this Agreement. The replacement execution may involve the execution of these activities by the Contractor with the application of the above provisions.

§18

GUARANTEES:

A) PERFORMANCE BOND

1. In order to avoid any possible claims from the Contractor due to failure to execute or due to improper realization of the Subject of the Agreement, the Subcontractor will provide within 30 working days after signing the Agreement, an unconditional, irrevocable, and paid on first demand guarantee issued by insurance company or Promissory note (hereinafter referred to as "Performance Bond") accepted by the Contractor, for the amount of 10 % of net contractual remuneration stated in §14 section 1 of the Agreement, with expiry date 15.08.2022
2. In case of extension of Time for Completion of Works which includes the Subject of Agreement, the Subcontractor will be obliged to obtain prolongation of the Performance Bond for the extended time for completion and to submit such an extended Performance Bond to the Contractor within 20 working days from the day the extension annex is signed (or earlier but before the expiry date of the existing assurance). This will be applied in case the Subject of the Agreement is extended with additional works, specified in §3 of this Agreement. In such a situation it will be necessary to increase the amount of the Performance Bond so that it will cover 10% net of the value of additional remuneration for the extra works by which the Subcontractor's contractual remuneration has been increased. The extended Performance Bond shall be submitted within 20 days after the signing a relevant Annex for the extension of the Subject of Agreement with additional works.

3. The Performance Bond will be returned to Subcontractor (if previously the Contractor has not satisfied his claims from it within 70 days after Client's Final Partial Acceptance of the Subject of the Agreement from the Contractor with previous removal of defects found during the handing-over procedure.
4. The Contractor may use the Performance Bond if the Subcontractor infringes the Agreement conditions and was informed by Contractor about the above.
5. In case when the Subcontractor has failed to submit Performance Bond compliant with Agreement's conditions (or the Performance Bond has not been submitted timely in order to replace the expired Bond), the Contractor has the right to deduct from the remuneration due to the Subcontractor and retain from each payment 10% as a deposit for securing claims under this Agreement.

B) QUALITY GUARANTEE

6. Quality Guarantee issued by insurance company or Promissory note (hereinafter referred to as "Quality Guarantee") accepted by the Contractor, in the amount of 10 % of the Agreement's remuneration net value shall be issued and submitted to the Contractor before the expiry of the Performance Bond. The Quality Guarantee will expire within 30 days after expiry of Warrantee Period stated in § 19 of this Agreement and removal of defects found in this ten years Warrantee Period.
7. Article 11.12 of the Main Contract Special Conditions applies on the principle back to back and the Subcontractor has the same liabilities as the Contractor in the Main Contract.

C) RETENTION MONEY/SECURITY:

As per Main Contract since the payment of the Subcontractor is going to be direct from the Client.

§19



GUARANTEE AND WARRANTY PERIODS

1. The Subcontractor shall grant a guarantee and warranty for the executed Subject of Agreement, including materials applied.

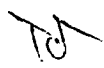
The guarantee and warranty period commence on the day of signing the Taking Over Certificate for the subject of the Agreement and expire after the lapse of 120 months which shall be counted from the date indicated by the Client in the Project's Taking-over Certificate as the date of commencement of the Warranty period for the Project (or if works covered by this Agreement will be included by the Client in Taking-over Certificate including only part of the Project –from the date of commencement of the guarantee, as per the Contract, for this part of the Project), in every case - up to expiry of the Warrantee period resulting from the Contract for specific works.

2. The Subcontractor is, within ten years from the date of issuance of the Takeover Certificate, liable for essential building requirements pursuant to Article 633 of the Mandatory Relationship Act (Official Gazette no. 35/2005, 41/2008, 125/2011 and 78/2015) or basic building requirements pursuant to Articles 7 to 16 of the Construction Act (Official Gazette no. 153/2013 and 20/2017).

§20

CONDITIONS OF WARRANTY

1. In the warranty period after successfully take-over the Subcontractor is obliged to remove any detected faults and damages, free of charge, resulting from improper performance of works, exchange or repair of faulty materials into free from defect except in the cases when the damages has been caused by improperly usage or damages due to the fault of the Contractor or third parties. The Contractor will be entitled to claim from Subcontractor a removal of defects, unless the damages have arisen from reasons, for which the Subcontractor is not responsible. The Contractor will notify the Subcontractor about the defects in writing and simultaneously he will set the deadline for their repair. Notification may also be submitted via e-mail, and then confirmed with the letter sent to the Subcontractor's head office. The Subcontractor will submitted to the Contractor Manual for proper maintenance of the Steel Construction as a Subject of this



Agreement.

2. The Subcontractor within the time limit specified by the Contractor period, mentioned in section 1, which allows the technical execution of repairs, will remove at his cost the defects occurred in the Subject of the Agreement in the guarantee period which are covered by the guarantee, and any damages being a typical after-effects of defects or will deliver parts free of fault. Faults removal shall be approved with a written report issued by the Client and/or the Engineer. Above activities shall be undertaken by the Subcontractor with the use of relevant professional employees or experts.
3. Any costs connected with guarantee repairs are to be borne by the Subcontractor, including possible replacement of damaged things, their transport to the place of the repair under guarantee, expert opinions as well as delivery of the part to the place where the defect has been found and assembly of such parts or repaired parts being free from faults.
4. In case of non-fulfilment by the Subcontractor of the obligations resulting from this paragraph of the Agreement, the Contractor after previous written notification of Subcontractor, may remove the faults by himself or order their repair to the company chosen by the Contractor. The Contractor may refund the costs arisen relation to the above using securities in accordance with §18 of the Agreement. Bearing of the above-costs of defects removal or delivery of items free from the defect does not exclude the Contractor's right to calculate the penalties stated in the Agreement. The Subcontractor bears responsibility for inflicted documented damages due to occurrence of defects in the Subject of Agreement because of the reasons for which the Subcontractor is responsible.
5. For the matters not regulated in this Agreement in respect of the rights to guarantee and warranty, Civil Code regulations shall apply.
- 6 The Subcontractor grants warranty for the execution of the Subject of the Agreement, including assembly and materials used, for the period of time indicated in §19 hereof.

- 7 The Subcontractor assures the Contractor that the materials will be supplied to the Contractor free of physical and legal faults, and in the quantity and quality and other parameters (including packaging) defined by this Agreement. The Subcontractor is responsible for all the damages which may result for the Contractor from the delivery of faulty and/or non-compliant with the Agreement provisions.
- 8 The Subcontractor ensures the Contractor that the executed works are free of physical defects, are executed with the best technical knowledge and conform with the provisions of this Agreement. The Subcontractor is responsible for all the damages which may result for the Contractor from the delivery of faulty execution of the Subject of Agreement and/or non-compliant with the Agreement provisions.
- 9 The Subcontractor is obliged to notify the Contractor in writing about the identified possibility that faults could occur to materials, the documents of materials and/or works submitted by the Contractor or because the Subject of Agreement was executed according to the guidelines of the Contractor.

Should the Subcontractor fail to inform the Contractor about the risk of the faults, the Subcontractor cannot be exempted from the liability because of the guarantee or warranty for the Faults of Materials arising from the production of materials according to the design solutions submitted by the Contractor or closely according to the guidelines of the Contractor. The Subcontractor will be exempted from such responsibility if he informs the Contractor about the risk of faults and the Contractor, in spite of the fact that the Subcontractor pointed out the risk of faults, insists on his production method or technological documentation.

- 10 The Defects and their removal shall be confirmed by a report.
- 11 In case, during taking over or within warranty period, removable effects are identified, by the Client and/or the Engineer, the Contractor may demand,:
 - a) request removal of faults by the Subcontractor within a time determined by the Contractor, however no later than within 14 days,
 - b) lower remuneration of the Subcontractor for the subject of agreement correspondingly to the lost utility, aesthetic and technical value, by the Client and/or the Engineer, if Subcontractor refuses to perform removal of faults or does not perform removal of faults in the time set under point (a).



If this period of time set by the Contractor for the removal of defects by the Subcontractor passes ineffectively, the Contractor is entitled to remove the faults at the Subcontractor's cost and risk keeping his rights to the stipulated penalties and complementary compensation. For any damage to the works by an improper repair by a third Party, the Subcontractor is exculpated from responsibility of the damage area.

12 In case where during the taking over or warranty period, irremovable effects are identified, by the Client, the Contractor may demand, of his choice:

- a) The execution of the Subject of Agreement once again at the cost of the Subcontractor, is preserving the rights to request the Subcontractor to repair the damage arising from the delay.
- b) Lower the remuneration for the Subcontractor proportionally to the relation between the value of the faultless structure and the structure with faults, in the case in which such a solution is accepted by the Engineer under the Main Contract.

13 The Subcontractor cannot refuse to remove the faults irrespective of the height of the related costs. Should the cost of removal of defects be incommensurate with the effects achieved as a result of the removal of defects, the faults are considered to be irremovable. In such a case provisions of §17 of the Agreement apply.

14 In case of disputes, the Contractor shall notify the Subcontractor in writing before 5 working days from the planned date of inspection about a date and place of inspection which should clarify the dispute. The Subcontractor's failure to attend, on the date and place set by the Contractor, will be equal to acknowledgement by the Subcontractor of the defects notified by the Contractor.

15 If, due to defects it is necessary to execute works not included within the scope of this Agreement the Contractor will be charged with the cost of the works.

§21 INTENTIONALLY OMITTED

§22

STIPULATED PENALTIES

1. The Subcontractor assumes obligation to pay to the Contractor stipulated penalties in the following cases:

- a) When the Contractor withdraws from the Agreement for reasons, for which the Subcontractor is responsible –in the amount of **10%** of the difference between the agreed net value of remuneration defined in §14 section 1 of the Agreement and the remuneration due to Subcontractor for works executed until the date of the withdrawal from the Agreement;
 - b) Delays to the date for completion of works defined in the Agreement, for which the responsibility is borne by the Subcontractor in the amount of **0,01%** of the Agreement's total net remuneration defined in §14 section 1 of Agreement for each day of delay but limited up to maximum of **10%** of the total net Agreement's remuneration defined in §14 section 1 of the Agreement;;
 - c) Delays to the date of defects removal found at Acceptance of the Project in the amount of **0,01%** of the total net Agreement's remuneration defined in §14 section 1 of the Agreement for each day of delay, counting from the day appointed for defects removal but limited up to maximum of **5 %** of the total net Agreement's remuneration defined in §14 section 1 of the Agreement.
2. In the event of delays in the performance of Contractor's and other participants responsibilities on the Project or their inability to perform such responsibilities upon which Subcontractor's performance of its obligations is dependent, Subcontractor shall not be liable for its failure to comply with its obligations under this Agreement caused by such Contractor's or other participants failure and shall not be under obligation to pay any contractual penalties. Furthermore, Subcontractor will have additional time period to perform (and be excused from performing according to any previously agreed schedule) its effected obligations, which period will be the length of time as reasonably necessary to account for the impact of the delay on Subcontractor's performance (including but not limited to time necessary for finding and organizing new transportation of his materials and equipment to the Site what depends on the available capacity of selected carrier).
 3. The Subcontractor's liability for damages shall be limited up to the total net Agreement's remuneration define in §14 section 1 of the Agreement

FINAL PROVISIONS

- 1. The Parties agree on the following correspondence addresses (including for submission of VAT invoices for the executed works):**

For the Contractor:

The Contractor's Office in: Putnikovic,,Ston

For the Subcontractor:

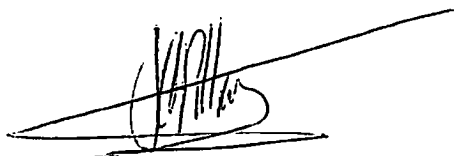
Put Supavla 21, Split

The Contractor stipulates that the correspondence directed to other address than the Site Office address may cause delays for which the Contractor will not be responsible.

- 2. The Contractor's representative for the execution of this Agreement and performing acceptances/takings-over of works is Mr Charalampos Grigoriadis**
The Subcontractor shall afterwards notify the Contractor in writing about the representative of the Subcontractor in charge for the execution of this Agreement and for the acceptances/takings-over of works
- 3. The language binding for correspondence is Croatian**
- 4. For matters not regulated by this Agreement, regulations of the Civil Code and the Construction Law shall apply.**
- 5. Changes and supplements to the Agreement require written form signed by both Parties, otherwise null and void.**
- 6. All disputes resulting from this Agreement are subject to the Croatian Law and will be treated by the court appropriate for the place and jurisdiction in Zagreb.**
- 7. The Parties confirm that according to the Main Contract conclusion of this Agreement requires its reporting to the Client. The Agreement enters in force under the suspensory condition of the Client's consent (or lack of his raising any objections within the contractual period of time) for the conclusion of the Agreement by the Contractor with the Subcontractor.**
- 8. The Subcontractor will not transfer any rights and obligations resulting from Agreement and will not order partial or whole Agreement Subject execution to other subcontractor without previous agreement from the Contractor unless Sub-contractors subcontracts its affiliates.**

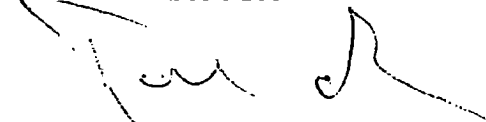
9. The Subcontractor cannot perform the assignment of rights resulting from Agreement without previous consent of the Contractor in writing.
10. The Agreement has been drawn in two counterparts, one for each Party.

CONTRACTOR

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke extending to the right.

AVAX S.A.- Podružnica Zagreb
Zagreb, Trg Petra Preradovića 3

SUBCONTRACTOR

A handwritten signature in black ink, featuring a large 'A' shape followed by several loops and a long horizontal stroke extending to the right.

Franco Mekisic

Pošiljatelj: Koulis Pittaros <kpittaros@avax-sa.gr>
Poslano: 1. travnja 2020. 23:18
Prima: 'Franco Mekisic'
Kopija: xgrigoriadis@avax-sa.gr; amauridis@avax-sa.gr
Predmet: FW: Emailing: BoQ VIADUCT PRAPRATNO-MOST STON
Privici: BoQ VIADUCT PRAPRATNO-MOST STON.xlsx

Dear FRANKO

Attached is the BoQ for the subcontract of the steel structure which it is necessary for the approval of the BRODOSPLIT by the Client Before you send them we have to discuss if to include supply of material within the subcontract as above or to sign a separate purchase agreement just for the supply of steel.
This we have to negotiate with BRODOSPLIT

Regards
Koulis

-----Original Message-----

From: amauridis@avax-sa.gr [mailto:amauridis@avax-sa.gr]
Sent: Τετάρτη, 1 Απριλίου 2020 4:22 μμ
To: 'Koulis Pittaros'
Cc: xgrigoriadis@avax-sa.gr
Subject: Emailing: BoQ VIADUCT PRAPRATNO-MOST STON

Your message is ready to be sent with the following file or link attachments:

BoQ VIADUCT PRAPRATNO-MOST STON

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

4.1.2.1.1

Design of the steel structure of the span assembly. The steel construction is made of two welded "I" brackets with hooks knotted on the top of the upper belt. The steel for the production of the span assembly is of the quality S355 J2 + N, with anti-corrosion protection (according to special technical conditions and design) and steel spindles (head spindle SD1 - 22x175, material quality Rmz 450 N / mm2; RehZ 350 N / mm2; ASz 15%) and welded to the upper belt. The quality of the steel material with regard to toughness was adopted for the relevant temperature Ted = -20 ° C and strain oEd = 0.50 • Yt). The material quality required due to its thickness properties, for grades <40 mm the standard ZHd = 15 a for sheets of thickness ≥ 40 mm ZHd = 25 was adopted. The AKZ outer surface of non-concrete steel substrates consists of 70 µm thick dry film coat with epoxy resin based bonding agent and zinc powder as anticorrosive pigment, two intercoats of a single film thickness of 80 µm with a bonding resin based epoxy resin, and a final coat thickness of 80 µm dry film. The finish is polyurethane base with the addition of iron tin in the final shade proposed by the designer and approved by the investor.

AKZ surfaces that are in contact with concrete (upper band and braiding) consist of a base coating (upper band) of 70 µm based on epoxy resin or 50 µm basic primer on epoxy resin base. Rub upper band 300 µm + Quartz sand + 300 µm + Quartz sand (based on epoxy-tar).

For the intended anti-corrosion protection system, the cleaning of the steel surfaces in the abrasive blast workshop should be carried out to the SA 2.5 level. The cleaned surface must be clean, free of visible traces of oil, grease and dirt, and almost completely free of rust, coating and foreign impurities, so any remaining traces may look like mild stains or shadows. This item covers the procurement of materials, the construction of a workshop, transport, installation, installation in the project of the foreseen condition, anticorrosive protection and any other work and material required for the complete completion of the item.

The item includes the production of steelwork design drawings and the design of a steel construction project. The assembly project and the works draft must be submitted to the designer for approval. Calculation per kg of built-in and AK-protected steel structures.

kg

600.000,00

3,09

1.854.000,00

2.4.3.4.1

Design of the steel structure of the span assembly, S355J2 + N quality steel, with anti-corrosion protection (according to special technical conditions and design) and steel spindles (head spindle SD1 - 22x175, Rm> 450N / mm2; Reh> 350N / mm2; AS> 15 %) welded to the upper belt. The steel construction is a welded cladding box on the upper surface of the upper belt.

The outer surface of the steel casing that is not in contact with the concrete consists of a 70µm dry film coat base with a bonding agent based on epoxy resins and zinc powder as anticorrosive pigment, two intercoats of a single film thickness of 80µm with a bonding agent on base of epoxy resin and a final coat thickness of 80µm dry film. The finish is made of polyurethane base with the addition of iron tint in the finishing shade (color) RAL 9003 - white, suggested by the designer and approved by the Client.

The inner surface of the steel casing that is not in contact with the concrete consists of a 70µm dry film coat base with a bonding agent based on epoxy resins and zinc powder as anticorrosive pigment, two intercoats of a single film thickness of 120µm with a bonding agent at base of epoxy resin and a final coat thickness of 120µm dry film on epoxy resin base.

The acrylic surfaces (upper leg and wicker) consist of a base coating (upper band) of 70 µm based on epoxy resin or 50 µm primer base on epoxy resin base. Rub upper band 300µm + Quartz sand + 300 µm + Quartz sand (based on epoxy-tar).

For the intended anti-corrosion protection system, the cleaning of the steel surfaces in the abrasive blasting workshop should be carried out to the level of SA 2.5. The cleaned surface must be clean, free of visible traces of oil, grease and dirt, and almost completely free of rust, coating and foreign impurities, so any remaining traces may look like mild stains or shadows. This item covers the procurement of materials, the construction of a workshop, transport, installation, installation in the project of the foreseen condition, anticorrosive protection and any other work and material required for the complete completion of the item. The item includes the production of steelwork design drawings and the design of a steel construction project. The draft assembly works plan must be submitted to the designer for approval. Calculation per kg of built-in construction.

kg

2.010.000,00

3,09

6.210.900,00

8.064.900,00



Ovaj prijevod sastoji se od
stranica 9/ listova 9
Br.- Ov-27/2022
Datum: 10. lipnja 2022.

Ovjereni prijevod s engleskog jezika
(DODATAK br. I
UGOVORU O PODIZVOĐENJU BR. OC 2000010 OD DANA 03/06/2020)

DODATAK br. 1
UGOVORU O PODIZVOĐENJU BR. OC 2000010 OD DANA 03/06/2020

Zaključen dana 4. kolovoza 2020. godine u Stonu između:

AVAX S.A. trgovačko društvo koje je organizirano i postoji u skladu s grčkim zakonima, čije je sjedište na adresi Ul. Amaroussiou-Halandriou 16, GR15125 Maroussi, Grčka i koja djeluje preko svoje podružnice **AVAX S.A. - Podružnica Zagreb**, koja je organizirana i postoji u skladu s hrvatskim zakonima i čije sjedište je na Trgu Petra Preradovića 3, 10000 Zagreb, OIB: 57166824320, zastupana od strane g. Koulis Pittaros - direktor podružnice
u daljnjem tekstu: **Izvođač**,

BRODOSPLIT d.d. trgovačko društvo koje je organizirano i postoji u skladu s hrvatskim zakonima, čije je sjedište na adresi Put Supavla 21, Split, OIB: 18556905592, zastupano od strane Tomislava Čorka - član uprave
u daljnjem tekstu: **Podizvođač**

u daljnjem tekstu se ponekad zajednički nazivaju **Ugovorne Strane** ili pak svaki pojedinačno kao **Ugovorna Strana**

Uzevši u obzir da:

- a) Izvođač izjavljuje da je, na osnovu Ugovora od dana 09.10.2019. sklopljenog s Naručiteljem, on Izvođač Radova,
- b) Ugovorne strane potvrđuju da su dana 03.06.2020. godine s Podizvođačem već potpisale podugovor za izradu čelične konstrukcije mosta Ston (u daljnjem tekstu: **Ugovor o podizvođenju**),
- c) Ugovorne strane žele ugovoriti dodatne radove vezano za čeličnu konstrukciju Vijadukta Prapratno.

Ugovorne strane sklapaju ovaj Dodatak br. 1 Ugovoru o podizvođenju (u daljnjem tekstu: **Dodatak**) sa sljedećih sadržajem:

/paraf ovdje, nečitko/

/parafi ovdje, nečitko/

§1.

PREDMET DODATKA

1. Izvođač naručuje, a Podizvođač prihvaća izvršavanje radova čelične konstrukcije za Vijadukt Prapratno u okviru Ugovora, koji se sastoji od:
 - a) nabave materijala, izrade, antikorozivne zaštite i bojenja u proizvodnom pogonu,
 - b) prijevoza morskim i kopnenim putem do gradilišta,
 - c) montaže i podizanja na krajnji položaj na gradilištu čelične konstrukcije za Vijadukt Prapratno (u daljnjem tekstu: **Čelična konstrukcija Prapratno**) i
 - d) izrade radioničke dokumentacije, montažnih nacrti i izvedbene dokumentacije (as-built dokumentacije) u okviru ovog Dodatka i Ugovora o podizvođenju. Podizvođač će surađivati u pripremi gore navedenih dokumenata s društvom IPZ d.d. koje je Projektant zadužen za izvedbeni projekt.
2. Ugovorne strane su suglasne da će izvedba Čelične konstrukcije Prapratno biti mjerljiv ugovor temeljen na istoj dogovorenoj jediničnoj cijeni i načinu plaćanja kako je navedeno u Ugovoru o podizvođenju. Procijenjena količina čelične konstrukcije Prapratno je 600.000 kg, a procijenjena vrijednost Dodatka br. 1 je $600.000 \text{ kg} \times 3,15 \text{ eura/kg} = 1.890.000 \text{ eura}$.
3. Ugovorne strane će dogovoriti zaseban Program radova za izvođenje čelične konstrukcije vijadukta Prapratno. Detaljni opseg radova koji se odnose na Čeličnu konstrukciju Prapratno naveden je u:
 - a) Glavnom projektu pripremljenom od strane Naručitelja (Prilog br.1)
 - b) Tehničkoj specifikaciji (Prilog br.2)
 - c) Sustavu osiguranja kvalitete (Prilog br. 3)
 - d) Planu zaštite okoliša (Prilog br. 4)
 - e) Planu zaštite na radu (Prilog br. 5)
 - f) Općem terminskom planu (Prilog br. 6)

Prilozi čine sastavni dio ovog Dodatka te imaju prioritet sukladno redoslijedu prema kojem su gore navedeni.

4. Izvršenje predmeta Dodatka br. 1 započinje datumom potpisivanja.

§ 2

ZAVRŠNE ODREDBE

1. Ukoliko ovdje nije drugačije definirano, svi pojmovi koji počinju velikim slovom, a definirani su Ugovorom o podizvođenju imaju u ovom dokumentu isto značenje kao i u Ugovoru o podizvođenju, osim ako u ovom dokumentu nije izričito navedeno suprotno.
2. Svi ostali uvjeti Ugovora o podizvođenju primjenjuju se na odgovarajući način na Predmet ovog Dodatka.
3. Ugovorne strane su suglasne da sve ostale odredbe Ugovora o podizvođenju, izuzev onih izmijenjenih ovim Dodatkom, ostaju na snazi neizmijenjene i primjenjive.
4. Ovaj Dodatak je sastavljen u dva (2) identična primjerka na engleskom jeziku, po jedan primjerak za svaku Ugovornu stranu.
5. Ugovorne strane su pročitale i razumjele ovaj Dodatak i u znak prihvatanja prava i obveza koja proizlaze iz istog potpisuju Dodatak.

IZVOĐAČ

/potpisano, potpis nečitak/

*/pečat ovdje: AVAX S.A. – Podružnica Zagreb
Zagreb, Trg Petra Preradovića 3/*

PODIZVOĐAČ

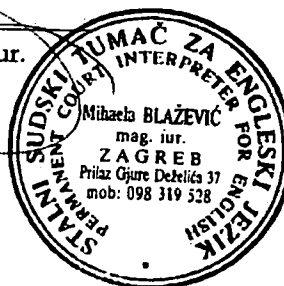
/potpisano, potpis nečitak/

MIHAELA BLAŽEVIĆ, mag. iur.,
stalni sudski tumač za engleski jezik, postavljena rješenjem
Županijskog suda u Zagrebu broj 4 Su-706/99. od
25. listopada 1999. godine, ponovno imenovana rješenjima
Županijskog suda u Zagrebu broj 4 Su-1266/03 od
07. listopada 2003. godine, broj 4 Su-1255/07 od
07. studenog 2007. godine, broj 4 Su-1345/11 od
22. studenog 2011. godine, broj 4 Su-1273/15 od
27. studenog 2015. godine i broj 4 Su-1529/19 od
28. studenog 2019. godine potvrđujem da gornji prijevod
potpuno odgovara izvorniku sastavljenom na engleskom jeziku.

U Zagrebu, 10. 06. 20 22.

Br. 0V-27/2022

Mihaela Blažević, mag. iur.



ADDENDUM No: 1
TO SUBCONTRACT AGREEMENT NO. OC 2000010 DATED 03/06/2020

Concluded on 4th of August 2020 in Ston, by and between:

AVAX S.A. a company organized and existing under the laws of Greece, at whose principal place of business is at 16 Amaroussiou-Halandriou Str. GR15125 Maroussi, Greece, acting through its subsidiary **AVAX S.A.-Podružnica Zagreb** organized and existing under the laws of Croatia, at whose principal place of business is at Trg Petra Preradovica 3, 10000 Zagreb, PIN 57166824320 represented by Mr Koulis Pittaros – Branch Director
hereinafter referred to as **the Contractor**

and

BRODOSPLIT d.d. a company organized and existing under the laws of Croatia, at whose principal place of business is at Put Supavla 21, Split, PIN 18556905592 represented by Tomislav Čorak– Member of the Management Board
hereinafter referred to as **the Subcontractor**

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

Considering that:

- a) the Contractor declares that on the basis of Contract dated 09.10.2019 concluded with the Client he is the Contractor of the Works,
- b) The Parties acknowledge they have already signed a subcontract on 03/06/2020 with the Subcontractor for the execution of the steel structure of Ston bridge (hereinafter referred to as the **Subcontract Agreement**);.
- c) the Parties wish to contract additional works related to the steel structure for Prapratno Viaduct

the Parties conclude this Addendum No 1 to the Subcontract Agreement (hereinafter referred to as the **Addendum**) with the following wording:

§ 1.

SUBJECT OF ADDENDUM

1. The Contractor orders and the Subcontractor accepts the execution of steel structure works for Prapratno Viaduct within the Contract consisting in:
 - a) Supply of materials, fabrication, anticorrosive protection and painting in the manufacturing plant,
 - b) transport onto site by sea and by land,
 - c) assembly and lifted to the final position on site of the steel structure for Prapratno Viaduct (hereinafter referred to as the **Steel Structure Prapratno**) and
 - d) execution of workshop documentation, assembly design and as-built documentation in the scope stated by this Addendum and Subcontract Agreement. The Subcontractor shall collaborate in preparing the above documents with company IPZ d.d. which is the Designer responsible for the execution design of the project.
2. The Parties agree that the execution of Steel Structure Prapratno shall be a measurable contract based on the same agreed unit price and method of payment as stated in the Subcontract Agreement. The estimated quantity for steel structure Prapratno is 600.000 Kgr. and the estimated value of addendum no 1 is $600.000 \text{ kgr} \times 3,15 \text{ euro/kgr} = 1.890.000 \text{ euro}$.
3. A separate Programme of work shall be agreed between the Parties for the execution of steel structure for Prapratno Viaduct. The detailed scope of works related to Steel Structure Prapratno is specified in
 - a) Main Design prepared by the Client (Attachment No. 1)
 - b) Technical Specification (Attachment No. 2)
 - c) Quality Assurance System (Attachment No. 3)
 - d) Environmental Plan (Attachment No. 4)

- e) Safety Plan (Attachment No. 5)
- f) General Time Schedule (Attachment No. 6)

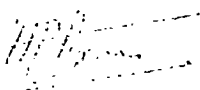
The Attachments make an integral part of this Addendum and shall have the priority in order as they are listed above.

- 4. Commencement of Subject of Addendum No1 is the date of signing.

§ 2 FINAL PROVISIONS

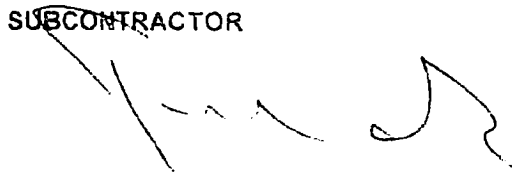
- 1. Unless otherwise defined herein, all terms beginning with a capital letter which are defined in the Subcontract Agreement shall have the same meaning herein as therein unless expressly provided herein to the contrary.
- 2. All the other terms of the Subcontract Agreement apply accordingly to the Subject of this Addendum.
- 3. Parties mutually agree that all other provisions of the Subcontract Agreement, except those amended by this Addendum, shall remain in force unchanged and applicable.
- 4. This Addendum is made in two (2) identical copies in English language, one copy for each side.
- 5. Parties have read and understood this Addendum and in sign of accepting the rights and obligations thereof sign the Addendum.

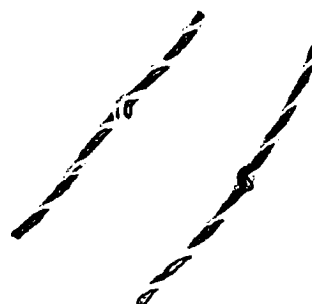
CONTRACTOR

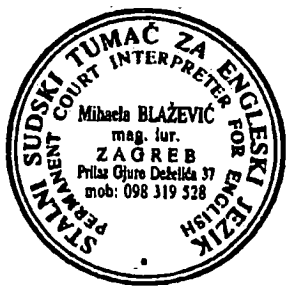


AVAX S.A. - Podružnica Zagreb
Zagreb, Trg Petra Preradovića 3

SUBCONTRACTOR







Ovaj prijevod sastoji se od
stranica 68/ listova 68
Br.- Ov-26/2022
Datum: 10. lipnja 2022.

Ovjereni prijevod s engleskog jezika
(Ugovor br. ... od 03/06/20)

UGOVOR Br. ... od 03.06.2020.

Sklopljen 3. lipnja 2020. u Stonu, između:

AVAX S.A., trgovačko društvo koje je organizirano i postoji u skladu s grčkim zakonima, čije je sjedište na adresi Ul. Amarooussiou-Halandriou 16, GR15125 Maroussi, putem svoje podružnice **AVAX S.A. - Podružnica Zagreb**, koja je organizirana i postoji u skladu s hrvatskim zakonima sa sjedištem na Trgu Petra Preradovića 3, 10000 Zagreb, OIB: 57166824320, koje zastupa:

Mr. Koulis Pittaros - direktor podružnice, OIB 16844205990

u daljnjem tekstu: **Izvođač**,

1.

BRODOSPLIT d.d. trgovačko društvo koje je organizirano i postoji u skladu s hrvatskim zakonima, čije je sjedište na adresi Put Supavla 21, Split, OIB: 18556905592, koje zastupa:

1. Tomislav Čorak - član uprave

u daljnjem tekstu: **Podizvođač**.

S obzirom na to da Izvođač izjavljuje da je na temelju Ugovora od 09.10.2019. sklopljenog s Hrvatske Ceste d.o.o. (u daljnjem tekstu **Naručitelj**) on izvođač radova koji se odnose na izvršenje ugovora pod nazivom: „Izgradnja obilaznice Ston (DC414), pod-dionice: Sparagovići / Zaradeže-Prapratno i Prapratno-Doli“ (u daljnjem tekstu: **Glavni Ugovor**), strane zaključuju Ugovor sljedećeg sadržaja:

§1.

PREDMET UGOVORA

1. Izvođač naručuje, a Podizvođač prihvata izvršenje građevinskih radova u okviru Glavnog ugovora: "Izgradnja obilaznice Ston (DC414), pod-dionice: Sparagovići / Zaradeže-Prapratno i Prapratno-Doli" koji se sastoje od:
 - a) Isporuke materijala, izrade, antikorozivne zaštite i bojanja u proizvodnom pogonu,
 - b) Prijevoza morskim putem do gradilišta,
 - c) Montaže i podizanja na krajnji položaj na gradilištu čelične konstrukcije Stonskog mosta (u daljnjem tekstu: **Čelična konstrukcija**),
 - d) Izrade radioničke dokumentacije, montažnih nacрта i izvedbene dokumentacije o građevini (as-built dokumentacije) u okviru ovog Ugovora. Podizvođač će surađivati u pripremi ovih dokumenata s društvom IPZ d.d., Prilaz baruna Filipovića 21, Zagreb, OIB 94810978461 koje je Projektant zadužen za izvedbeni projekt za Projekt.
 - e) Podizvođač je u odnosu na jamstveni period od deset godina odgovoran za izvršavanje svih potrebnih radova popravaka i otklanjanja nedostataka u skladu s odredbama ovog Ugovora o svom trošku.
2. Detaljan opseg radova spomenut u točki 1. i obvezujuća pravila za njihovo izvršenje opisani su u:
 - a) Glavnom projektu pripremljenom od strane Naručitelja, **Prilog br.1**,
 - b) Tehničkoj specifikaciji (Opći uvjeti izvođenja) za gore navedeni opseg posla, koja se nalazi u prilogu ovom Ugovoru kao **prilog br.2**,
 - c) Sustavu osiguravanja kvalitete, **prilog br. 4**,
 - d) Planu zaštite okoliša, **prilog br. 5**,
 - e) Plan zaštite na radu, **prilog br. 6**,
 - f) Opći terminski plan, **prilog br. 7**,
 - g) Tablici podjele radova, koja čini **prilog br. 8**,
 - h) Popis troškova mirovanja u slučaju kašnjenja, **prilog br. 9**,
 - i) Dopis Naručitelja od 02.06.2020., **prilog br. 10**.Dokumente navedene u točkama a), b), c), d), e), f), i), Izvođač dostavlja Podizvođaču.
Dokumente navedene u točkama g), h) Podizvođač dostavlja Izvođaču.
3. Detaljnije, Predmet Ugovora posebice uključuje:

- 1) Pripremu radioničke dokumentacije i projekt montaže čelične konstrukcije za most Ston, koje treba odobriti Izvođač, Projektant IPZ i Nadzorni inženjer;
 - 2) Nabavku materijala čelika tipa S355J2+N, prema nacrtima i specifikacijama za izradu čeličnih konstrukcija za most Ston;
 - 3) Antikorozivnu zaštitu čelične konstrukcije mosta Ston pjeskarenjem i nanošenjem boje prema nacrtima i specifikacijama;
 - 4) Prijevoz morem ili kopnom proizvedene čelične konstrukcije do gradilišta i njihov iskrcaj;
 - 5) Izvršavanje svih pripremnih radova za montažu osim pripremnih radova na gradilištu poput nasipa za dizalice i pristupnih puteva što je obveza Izvođača;
 - 6) Montažu i podizanje čelične konstrukcije mosta Ston;
 - 7) Pripremu dokumentacije predviđene Ugovorom, uključujući plan osiguravanja kvalitete, metodologiju zavarivanja i izvedbenu dokumentaciju;
 - 8) Koordinaciju s Glavnim projektantom mosta Ston.
4. Podizvođač potvrđuje da je od Izvođača primio sve dokumente navedene u gornjem članku 1.2 potrebne za izvršenje Predmeta Ugovora.
5. Najkasnije 14 dana prije početka radova, Podizvođač će Izvođaču dostaviti Projekt radova zajedno s radioničkim nacrtima nastavnih elemenata čelične konstrukcije na odobrenje Izvođaču i Naručitelju. Podizvođač može započeti s izradom elemenata čelične konstrukcije nakon što Izvođač i Naručitelj u pisanom obliku odobre radioničku dokumentaciju tih elemenata.
6. Najkasnije 30 dana prije početka izvođenja radova, Podizvođač će na odobrenje Izvođaču i Naručitelju prezentirati projekt montaže i metodologiju izvođenja radova koji uključuju nacрте, skice, proračune i ostale detalje koji se odnose na montažu nastavnih elemenata čelične konstrukcije. Uvjet za početak radova bit će suglasnost na projekt montaže.
- Podizvođač će dostaviti sve potvrde, ateste, tehnička odobrenja, priručnike i drugu dokumentaciju potrebnu za Predmet Ugovora, kako je detaljno navedeno u Tehničkoj specifikaciji. Načela montaže čelične konstrukcije, uključujući faze betoniranja površine moraju se ugovoriti i uključiti u Prilog br.6.

§ 2

ELEMENTI UGOVORA

Na Ugovor se primjenjuju odredbe ovog Ugovora s prilogima, obvezujući zakonski propisi i niže navedeni propisi. Međutim u slučaju neslaganja, propisi će se primjenjivati po slijedećem prioritetu, ako to dopuštaju zakonski propisi:

- a) Predmetni Ugovor,
- b) Glavni projekt,
- c) Tehnička specifikacija,
- d) Redosljed radova,
- e) Europski i Hrvatski tehnički standardi,
- f) Propisi o zaštiti zdravlja i sigurnosti, posebno Zakon o zaštiti na radu (Narodne novine br. 71/2014, 118/2014, 154/2014, 94/18, 96/18),
- g) Sustav osiguravanja kvalitete Izvođača,
- h) Plan zaštite okoliša Izvođača,
- i) Propisi o građenju,
- j) Ostali zakonski propisi navedeni u članku 1.13 posebnih uvjeta Glavnog ugovora.

§3

PROMJENA U OPSEGU GRAĐEVINSKIH RADOVA

1. Količina radova obuhvaćena ovim Ugovorom može se povećati ili umanjiti bez promjene jediničnih cijena navedenih u prilogu br.3. Povećanje količine radova obuhvaćenih izračunom troškova plaća se na bazi jediničnih cijena za osnovni opseg radova, u skladu s prilogom br. 3.
2. Promjena opsega radova proizašla iz dodatnih narudžbi Izvođača je prihvatljiva, osim ako se ne odnosi na promjenu građevinske dozvole. Prema ovom Ugovoru,

Izvođač može podugovarati radove kao dodatne radove, ali samo radove koji se odnose na primarni predmet Ugovora. Dodatne radove potrebno je naručiti kao aneks ovog Ugovora kojim se, između ostalog, utvrđuje cijena dodatnih radova i učinak dodatnih radova na rokove, koje potpisuju Izvođač i Podizvođač.

3. Promjena obima građevinskih radova mora se izvršiti unutar općeg roka za izvođenje cjelokupne investicije prema odredbama Ugovora.
4. Građevinski radovi koje će Podizvođač izvoditi bez narudžbe ili samovoljno, i koji odstupaju od odredbi iz ovog Ugovora, neće biti plaćeni.
5. Obračun za dodatno naručene radove i korištene materijale bit će utvrđena kako slijedi:
Za iste ili slične radove – na temelju analize osnovnih jediničnih cijena; navedenih u prilogu br. 3 ovog Ugovora; za druge radove – Ugovorne strane trebaju pregovarati.

§4

ZABRANA PODUGOVARANJA

1. Podizvođač može povjeriti izvršavanje bilo kojeg dijela radova prema ovom Ugovoru drugim podizvođačima ili pružateljima usluga samo ako je Izvođač dao pisanu suglasnost, osim u slučaju ako Podizvođač podugovara svoja povezana društva u kojem slučaju nije potrebno pisano odobrenje Izvođača. U suprotnom, Izvođač može raskinuti Ugovor zbog krivnje Podizvođača te će Podizvođač platiti ugovornu kaznu iz §22. Štoviše, ako unatoč ovoj evidenciji, podizvođač koristi usluge ili na bilo koji drugi način iskorištava drugog podizvođača, troškove naknade za podizvođače u cijelosti snosi Podizvođač.

§5

OPĆI UVJETI ZA IZVOĐENJE RADOVA OD STRANE PODIZVOĐAČA

Upoznavanje s uvjetima izvođenja radova:

1. Podizvođač je dužan upoznati se s uvjetima izvođenja radova u vezi s komunalnim karakteristikama područja na kojem se projekt izvršava. Podizvođač se obvezuje izvoditi radove uz dužnu pažnju.
2. Podizvođač je svjestan i spreman za nužnost paralelnog izvođenja radova s drugim podizvođačima i Izvođačem te stoga izjavljuje da će nastojati osigurati koordinaciju i izostanak sukoba tijekom izvođenja radova na Glavnom ugovoru u skladu s Općim terminskim planom prilog br.8. U slučaju da drugi sudionici na Projektu kasne s izvođenjem svojih radova, što posljedično uzrokuje kašnjenje u izvođenju radova Podizvođača prema ovom Ugovoru ili Podizvođač ne može započeti radove jer je mjesto na kojem bi se radovi trebali izvoditi u neadekvatnom stanju za njihovu izvedbu, Izvođač je dužan odobriti ispravno produženje vremena za Podizvođača i obavijestiti ga unaprijed o razdoblju kašnjenja kako bi se izvršilo relevantno reprogramiranje terminskog plana i, ako je potrebno, kako bi se izrađeni elementi sigurno pohranili unutar objekata Podizvođača na kraće vrijeme. U slučaju da je Naručitelj uzrokovao kašnjenje, a Izvođaču je odobrena dodatna naknada za pokrivanje troškova, tada se prema Podizvođaču primjenjuje princip "back to back", kako bi se pokrili njegovi dodatni troškovi.
3. U vezi s kašnjenjem montažnih radova čelične konstrukcije zbog kašnjenja bilo kojih radova koji se trebaju izvesti prije početka i za vrijeme montaže, Ugovorne strane dogovaraju sljedeće:
 - a) Podizvođač će dostaviti tablicu s relevantnim troškovima mirovanja koje će snositi u slučaju takvog kašnjenja. Prilog br. 9 ovog Ugovora.
 - b) Izvođač može izmijeniti dogovoreni terminski plan radova montaže do 2 mjeseca prije dogovorenog roka za početak izvođenja radova bez ikakvih implikacija na troškove. Međutim, ako dođe do takve izmjene, Podizvođač mora potvrditi ima li kakvih implikacija na troškove ili na rokove samo vezano za dugoročno planiranje koje se odnosi na dizalice, baržu ili remorker. U svakom slučaju, Podizvođač će nastojati na najbolji mogući učinkovit način prilagoditi se svim mogućim promjenama.

- c) Podizvođač nema pravo na naknadu za dodatno vrijeme koje će čelični elementi ostati u njegovom pogonu u slučaju gore navedenog kašnjenja. Ako kašnjenje za prijevoz elemenata prelazi dva mjeseca od planiranog datuma za transport, tada se može naplatiti naknada kao što je navedeno u gornjem popisu.
4. Podizvođač snosi punu odgovornost za štetu nanесenu radovima Izvođača, drugim podizvođačima na Projektu, kao i za štetu učinјenu trećoj strani, kada se može dokazati da je šteta nastala izravno i samo zbog razloga na strani Podizvođača u vezi sa radovima izvodio ovaj Podizvođač.
5. Do Konačnog prihvata Predmeta ugovora, Podizvođač snosi individualnu odgovornost za svoje aktivnosti i propuste.
6. Zbog uvjeta Ugovora, Podizvođač je dužan radove izvoditi u uobičajenom radnom vremenu u skladu sa Zakonom Republike Hrvatske. Podizvođač ne smije izvoditi radove neradnim danima utvrđenim Zakonom osim uz pisano odobrenje Inženjera.

Profesionalni karakter aktivnosti / dužnosti Podizvođača:

7. Podizvođač izјavljuje da radovi prema ovom Ugovoru ulaze pod njegove poslovne djelatnosti, da svoje zadatke izvodi profesionalno i posjeduje odgovarajuću opremu, radnu snagu i financijska sredstva za uredno izvršenje predmeta ovog Ugovora. Podizvođač preuzima obavezu izvršenja radova, u cijelosti i pravovremeno, u skladu sa Ugovorom i smjernicama Izvođača, uključujući i uklanjanje nedostataka, kao i da će:
- a) Za vrijeme izvođenja radova, poštivati sve propise koji se odnose na gradnju, zdravlje i sigurnost, zaštitu okoliša, zakon o gospodarenju otpadom, protupožarnu zaštitu i da će osigurati stalni tehnički nadzor i nadzor nad zaštitom zdravlja i sigurnosti. Naknade i kazne za nepoštivanje zakona, kršenje standarda propisanih relevantnim zakonima tijekom izvođenja radova pokriti će Podizvođač, čime se Izvođač u potpunosti oslobađa takve odgovornosti.

- b) Za izvođenje radova koristiti osobe koje imaju odgovarajuće kvalifikacije, licence i iskustvo, uključujući i – na zahtjev Izvođača – osigurati voditelja radova, koji ima odgovarajuće licence kao i omogućiti zamjenu ili uklanjanje osobe koja izvodi radove za Podizvođača, ako - po procjeni Izvođača – ta osoba ne jamči uredno i pravovremeno izvršenje Predmeta ovog Ugovora (posebno ako se ponaša nestručno ili nemarno i ako ne slijedi odredbe ovog Ugovora), također i kada ta osoba krši svoje profesionalne dužnosti, kada se ponaša nemarno ili štetno po sigurnost, zdravlje ili okoliš.
- c) Izvoditi radove samo uz upotrebu tehnički učinkovite i sigurne opreme i strojeva.
- d) Uredno zaštititi i označiti radove i voditi brigu o tehničkim uvjetima i pravilnom označavanju gradilišta tijekom izvršavanja radova, posebno uzimajući u obzir zaštitu zdravlja i sigurnost ljudi,
- e) Podizvođač je obavezan predati, najkasnije 21 dan od potpisa Ugovora, Opći plan osiguravanja kvalitete, a 14 dana nakon odobrenja radioničke dokumentacije od strane Inženjera Podizvođač mora predstaviti detaljni plan osiguravanja kvalitete.
- f) Poštivati Plan zaštite okoliša Izvođača i Program zaštite zdravlja i sigurnosti, - prilog br.6 i br.7.
- g) Osigurati Stručnjaka za mostove koji ima slično iskustvo rada na tri mosta kako bi ga Naručitelj odobrio. Stručnjak za mostove ili stručnjak kojeg će on ovlastiti će voditi Dnevnik gradilišta u skladu sa zakonskim odredbama za Radove na mostu u koji se trebaju evidentirati sve inspekcije nadležnih tijela. Ti dokumenti trebaju biti dostupni na gradilištu, u svako vrijeme, za Izvođača i za osobe ovlaštene od Izvođača. Raspoloživost ovih dokumenata ne izuzima Podizvođača od odgovornosti i ne znači da su unosi u istima prihvaćeni.
- h) Najmanje četiri tjedna prije ugradnje, instalacije i upotrebe, podnijeti Izvođaču potpuni komplet atesta, CE certifikata, potvrda o sukladnosti,

tehničkih odobrenja i jamstava proizvođača za materijale i uređaje, zajedno s kompletom materijala i svom drugom dokumentacijom predviđenom Tehničkom Specifikacijom, koja predstavlja Prilog br. 2 ili zakonskim propisima. Podizvođač je također suglasan da će primjenjivati materijale koje je odobrio Nadzor u ime Naručitelja, u skladu s Uvjetima Ugovora. Provest će se sva relevantna ispitivanja sukladno tehničkim zahtjevima Ugovora, uključujući ND testove, a predstavnik Inženjera treba slijediti sve proizvodne postupke. Prije početka montažnih radova Podizvođač će u ime Izvođača pribaviti sve potrebne dozvole nadležnih tijela za montažne radove. Mora se navesti da je prije transporta i ugradnje čeličnih elemenata potrebna posebna dozvola za kanal u Stonu.

i) Podnijeti Izvođaču ažurirane izvedbene nacрте (As-built nacрте) (broj primjeraka specificiran je u Glavnom ugovoru) s izmjenama koje predstavljaju modifikacije u radioničkim nacртima, u roku od 14 dana od konačnog preuzimanja radova,

j) Radovi za koje korišteni materijal ili izvedba nisu u skladu s obavezujućim propisima ili ugovorenim zahtjevima neće biti prihvaćeni niti plaćeni od strane Izvođača, osim ako ih Izvođač nije odobrio. Podizvođač je obavezan na zahtjev Izvođača promijeniti proizvod, ukloniti ga ili zamijeniti o svom trošku, ali samo u slučaju da Naručitelj ili Inženjer nije prihvatio proizvod, do trenutka preuzimanja građevine.

k) Ako je prema aktivnostima koje izvodi Podizvođač, Podizvođač proizvođač otpadnog materijala prema propisima o otpadu. U prvom redu, za vrijeme izvođenja Predmeta Ugovora, Podizvođač je dužan oporabiti građevinski otpad (npr. betonski otpad, zemlja, šuta). Ako je to, iz tehnoloških razloga, nemoguće ili neosnovano zbog ekoloških ili ekonomskih razloga, Podizvođač mora predati otpad na odlaganje. Podizvođač je dužan Izvođaču predložiti način gospodarenja otpadom kao uvjet za konačno preuzimanje Predmeta Ugovora. Svi materijali neprikladni za ponovnu upotrebu koje je potrebno deponirati i koji proizlaze iz radova izvedenih u okviru investicije, kao što su npr. rušenje, zemljani radovi, i rezanje i rušenje drveća, pripadaju onoj ugovornoj strani kako je navedeno u Glavnom Ugovoru.

Raskid ugovora / obustava radova:

l) U slučaju da se Ugovor raskine ili bude otkazan od strane bilo koje Ugovorne strane, Podizvođač mora zaštititi radove koji su bili do tada izvršeni i mora napustiti područje najkasnije 14 dana od primitka obavijesti o raskidu ili otkazu. Ako do raskida ugovora nije došlo krivnjom Podizvođača, trošak zaštite pokriva Izvođač.

m) U slučaju obustave radova, bez obzira na razloge, Podizvođač će biti obavezan zaštititi sve radove izvedene do tada i održavati ih sve do nastavka radova. Ako Izvođač primi od Naručitelja bilo koji dodatni iznos kako bi se pokrili troškovi obustave, tada se obvezuje platiti Podizvođaču razumne troškove neangažiranih kapaciteta tijekom razdoblja obustave po principu „back to back“. U takvom slučaju Podizvođač će primiti naknadu za troškove zaštite od prvog dana. Ako razdoblje obustave traje duže od šest mjeseci, Podizvođač ima pravo raskinuti Ugovor.

n) Podizvođač daje svoju suglasnost za ustupanje prava iz Ugovora na Naručitelja u slučaju da se Glavni ugovor između Naručitelja i Izvođača raskine.

Pravila suradnje s Izvođačem:

8. Podizvođač će odmah obavijestiti Izvođača o svim važnim pitanjima u vezi s ovim Ugovorom i njegovim izvršavanjem. Sva pitanja koja se odnose na Inženjera i/ili Naručitelja Podizvođač će podnijeti i rješavati samo uz posredovanje Izvođača.
9. Tijekom realizacije investicije, Izvođač ima kontinuirano pravo ulaska na gradilište, na svoj vlastiti rizik, uz rezervu da se poštuju svi relevantni zdravstveni i sigurnosni propisi.
10. Nikakve razlike u mišljenjima, koje bi se pojavile tijekom izvršenja Ugovora, između Izvođača i Podizvođača, neće imati nikakav utjecaj na ovaj Ugovor, niti na obaveze Podizvođača iz Ugovora. Takva razmimoilaženja ne mogu dovesti

do prekida, kašnjenja, niti bilo kojeg drugog problema u izvršenju Ugovora i Glavnog Ugovora.

11. Ako Izvođač zahtijeva ispitivanja tijekom izvođenja radova sukladno zahtjevu Nadzornog inženjera i/ili Naručitelja i odobrenog ND plana, koja se odnose na kvalitetu materijala korištenih za izvođenje radova, Podizvođač je obavezan izvršiti ih na svoj vlastiti trošak.
12. Ako je Podizvođač pokrio radove koji trebaju biti pokriveni bez prihvata, dužan je radove sam otkriti i nakon prihvata radove vratiti u prijašnje stanje.
13. Podizvođač mora izvijestiti Izvođača u roku od 5 radnih dana o svim okolnostima koje mogu otežati uredno izvršenje radova i o svim izmjenama i odstupanjima od zaprimljene projektne i druge dokumentacije, koja predstavlja osnovu za izvršenje ovog Ugovora, a čije uvođenje će možda biti potrebno. Podizvođač mora dobiti suglasnost od Izvođača za gornje izmjene i odstupanja. U slučaju da propusti gore navedeni rok, Podizvođač gubi sva prava da se u budućnosti poziva na predmetne okolnosti. Suglasnost Izvođača u pogledu izmjena ili odstupanja ovisit će o suglasnosti Naručitelja u opsegu koji je propisan Glavnim ugovorom. Izvođač će u takvoj situaciji obavijestiti o svojoj odluci čim dobije relevantne informacije od Naručitelja i Inženjera.
14. Podizvođač je obavezan provjeriti dokumentaciju koju mu je dostavio Izvođač, uključujući i Glavnu projektну dokumentaciju, što se tiče njene ispravnosti i kompletnosti, u roku od do 2 tjedna od njezina primitka.

§6

POSEBNE DUŽNOSTI PODIZVOĐAČA

1. Podizvođač prihvaća kao činjenicu da je Predmet Ugovora dio Projekta, koji izvodi Izvođač prema Glavnom ugovoru sklopljenom s Naručiteljem. Podizvođač osigurava da tijekom izvršavanja obveza proizašlih iz ovog Ugovora, niti jedna njegova radnja ili propust, iz razloga za koje on snosi

odgovornost, neće uzrokovati propust u ispunjenju obveza koje proizlaze iz Ugovora od strane Izvođača, a koje se odnose na Predmet ovog Ugovora. Podizvođač će izvršiti Predmet ovog Ugovora i otkloniti svaki nedostatak na način da nijedan propust povezan s izvršenjem ne biti, neće izazvati ili niti doprinijeti neispunjavanju bilo kojih obveza koje proizlaze iz Ugovora i koje se odnose na Predmet Ugovora od strane Izvođača.

2. Podizvođač je odgovoran za sve dozvole i aranžmane prijevoza s nadležnim tijelima vezano za prijevoz svog materijala i opreme na Gradilište.
3. Podizvođač je odgovoran za opskrbu strujom, internetom, telefonom i vodom za svoje objekte na gradilištu i za svoje izvršenje građevinskih radova prema ovom Ugovoru unutar područja gradilišta.
4. Podizvođač je odgovoran za čuvanje svojih objekata na gradilištu.
5. Podizvođač će, u okviru predmeta Ugovora, izvršiti istovar elemenata za montažu Čelične konstrukcije dostavljene na gradilište te će biti odgovoran za pravilno skladištenje i zaštitu elemenata za montažu Čelične konstrukcije do trenutka djelomičnog tehničkog preuzimanja pojedinačno montiranih elemenata Čelične konstrukcije.

§7

MATERIJAL

Podizvođač se obvezuje predati, prema ovom Ugovoru, na svoj trošak i rizik, sve materijale potrebne za izvršenje Predmeta Ugovora, u skladu sa Specifikacijom Glavnog projekta koja predstavlja Prilog br. 2 ovom Ugovoru. Sva relevantna ispitivanja prema ugovornim uvjetima i specifikacijama također se provode na trošak Podizvođača.

§8

OSIGURANJE

Podizvođač će sudjelovati u troškovima osiguranja od svih građevinskih rizika u opsegu cjelokupnih radova na Projektu koje je snosio Glavni izvođač. Glavni izvođač će naplatiti Podizvođaču troškove osiguranja proporcionalno vrijednosti montažnih radova Podizvođača samo u odnosu na ukupnu ugovornu vrijednost. Naknada troškova će se realizirati putem mjesečnih faktura Podizvođača u iznosu maksimalno 20% po vrijednosti svakog računa do porata cjelokupnog iznosa. Podizvođač osigurava vlastito osiguranje za radove u svom proizvodnom pogonu i za transport.

§9

OBVEZE IZVOĐAČA

1. Izvođač je dužan Podizvođaču mjesečno plaćati fakture u skladu sa člancima 11, 12 i 14.
2. Izvođač je suglasan da će poduzeti sve napore da osigura neometani tijekom građevinskih radova. On je obavezan surađivati s Podizvođačem tijekom izvršenja svake faze radova, prema Programu radova usuglašenom između Ugovornih strana, ako je to potrebno za izvođenje radova i ako se Nadzor suglasi s tim aktivnostima.
3. Nadalje, Izvođač:
 - a) je obavezan uvesti Podizvođača na mjesto na kojem se izvode radovi prema ovom Ugovoru na temelju primopredajnog izvješća,
 - b) je obavezan izvršiti iskolčenje područja na temelju kojeg će se izvoditi radovi obuhvaćeni Ugovorom,
 - c) je obavezan preuzeti radove prema odredbama ovog Ugovora.
4. Izvođač će unutar izvlaštenog područja Gradilišta osigurati ojačani pristupni prostor za skladištenje, konsolidaciju i montažu čelične konstrukcije i ojačani prostor za dizalicu Manitowoc, točno pet položaja za podizanje čeličnih konstrukcija i operativnu obalu s obje strane kanala. Izvođač mora osigurati skele kao radne platforme oko vrha svakog stupa.

§10

DODATNE OBVEZE IZVOĐAČA

Izvođač se obvezuje osigurati odgovarajući prostor unutar zone izvlaštenja za parkiranje dizalica, viličara, službenih automobila, najmanje šest kontejnera koje će na gradilištu koristiti Podizvođač.

§11

PRIMOPREDAJE

1. Podizvođač mora Izvođaču do 25.-og dana svakog mjeseca predati Izvješće o napretku radova radi odobrenja, u formi koja odgovara predlošku dostavljenom od strane Izvođača. Ako Podizvođač ne podnese Izvješće o napretku radova u gore navedenom roku ili ako podnese nepotpuno izvješće ili u nekoj drugoj formi koja nije u skladu s ovim Ugovorom, Podizvođač će imati pravo na plaćanje za radove obuhvaćene u Izvješću o napretku radova tek u slijedećem obračunskom razdoblju, uz uvjet da Izvješće o napretku radova u skladu s ovim Ugovorom bude podneseno Izvođaču pravovremeno i da bude odobreno od Izvođača, prema postupku navedenom u Ugovoru. Uz Izvješće o napretku radova, Podizvođač mora priložiti slijedeće dokumente:
 - a) vrijednost radova od početka izgradnje do kraja svakog obračunskog perioda, potkrijepljeno relevantnim izmjerama izvršenih radova od strane Nadzora,
 - b) umanjenje za iznose koji su već fakturirani,
 - c) Dokumente o kvaliteti propisane Tehničkom Specifikacijom kao što su ispitivanja, certifikati korištenog materijala itd.
2. Izvješće o napretku radova predano od strane Podizvođača, Izvođač treba odobriti u roku od 3 dana nakon odobrenja urednog Izvješća o napretku radova Izvođača, koje uključuje i podatke o radovima Podizvođača u Privremenoj obračunskoj situaciji, koju dostavlja Naručitelj. U istom periodu, Izvođač će podnijeti Podizvođaču Privremenu obračunsku situaciju.
3. Končani prihvrat Predmeta ovog Ugovora biti će izvršen po sljedećoj proceduri:

Nakon što Podizvođač podnese predstavniku Izvođača pisanu obavijest o spremnosti za konačan prihvrat radova, sukladno §23, stavak 2, ako je Podizvođač izvršio cijeli Predmet Ugovora i predao dokumente koje zahtijevaju Naručitelj i Izvođač, a posebno:

- a) Dnevnik zavora, dnevnik montaže čelične konstrukcije,
- b) dopuštenja, odobrenja, certifikate, sve potrebne ateste, jamstva kvalitete proizvođača i priručnike proizvođača, kao i izjave o usklađenosti za prefabricirane elemente, materijale, ugovore i sve ostale dokumente potrebne u okviru pravila postojećih odredbi i Glavnog ugovora,
- c) kompletnu izvedbenu dokumentaciju (as built dokumentacija) u 4 primjerka na papiru i u formatu za elektroničko uređivanje,
- d) završnu zemljišnu izmjeru izvedenog stanja u opsegu Predmeta ovog Ugovora,
- e) izvješća o zahtijevanim ispitivanjima, ispitivanja Predmeta Ugovora i certifikate odgovarajućih nadležnih tijela, koji se odnose na preuzimanje radova od strane stručnjaka, u opsegu koji zahtijevaju važeći propisi,
- f) izjavu Voditelja radova o usklađenosti izvođenja radova predmeta ugovora s projektnom dokumentacijom, uvjetima građevinske dozvole i važećim propisima i hrvatskim standardima,
- g) sve suglasnosti, mišljenja i izjave odgovarajućih nadležnih tijela u opsegu koji se odnosi na Predmet Ugovora,
- h) drugu dokumentaciju predviđenu Ugovorom ili važećim propisima.

Izvođač će predstaviti ove radove Nadzornom inženjeru radi ishođenja odobrenja u mjesečnom Izvješću o napretku Projekta. Izvođač će izvršiti Konačan prihvrat Predmeta Ugovora u roku od 14 dana nakon preuzimanja od strane Nadzornog inženjera Naručitelja svih radova koji su Predmet Ugovora (i ukoliko je primjenjivo, predstavnika odgovarajućeg Korisnika/Vlasnika uređaja/mreža Izvođača).

4. Podizvođač je obavezan, najkasnije unutar 14 dana od datuma na koji Ugovorne strane potpišu Izvješće o konačnom prihvatu Predmeta Ugovora, predati gradilište. Za to vrijeme, Podizvođač mora završiti sve radove povezane s čišćenjem i uređenjem gradilišta i oko gradilišta, koji su navedeni

u Ugovoru. Predaja gradilišta bit će izvršena uz popratno primopredajno izvješće koje potpisuju Ugovorne strane.

- a) Radovi će biti preuzeti, ako su izvršeni u skladu s opsegom i odredbama iz Ugovora i ako nema nikakvih prigovora u pogledu kvalitete tih radova.
 - b) Izvođač pridržava pravo odbiti konačan prihvrat radova u slučaju kad su utvrđeni nedostaci ili pogreške ili je predmet Ugovora nepotpuno izvršen, a do kojih je došlo zbog krivnje Podizvođača. Za preuzimanje radova, Podizvođač mora predati relevantnu Izvedbenu dokumentaciju o građevini.
 - c) Tehničko preuzimanje radova koje treba pokriti je prihvatljivo. Nakon što Podizvođač izvijesti o potrebi da se izvrši takvo preuzimanje/prihvaćanje, Izvođač će pozvati Inženjera da prihvati ove radove. Tehničko prihvaćanje/preuzimanje radova koje treba pokriti, od strane Izvođača bit će izvršeno na isti dan kad su radovi prihvaćeni/preuzeti od strane Inženjera.
 - d) Svako prihvaćanje/preuzimanje bit će potvrđeno certifikatom o preuzimanju, u kojemu će biti definiran opseg preuzetih radova, njihova kvaliteta i usklađenost sa svakim od prihvaćanja/preuzimanja, kao i svi mogući nedostaci ili pogreške, metodologija i datum njihovog uklanjanja. Izvješće o preuzimanju trebaju potpisati ovlaštene osobe navedene u §23, stavak 2, uzimajući u obzir uvjete navedene u ovom Ugovoru.
5. Naručitelj postaje vlasnik materijala u trenutku definiranom člankom 7.7. Posebnih uvjeta Glavnog ugovora.

§12

ROKOVI

1. Početak izvođenja Predmeta Ugovora uslijedit će na datum stupanja na snagu Ugovora.
2. Radovi će biti dovršeni, uzimajući u obzir predmet Ugovora, najkasnije do datuma navedenog u prilogu br.8.
3. Rokovi za pojedinačne faze završetka radova koje izvodi Podizvođač navedeni su u Općem terminskom planu koji se nalazi u prilogu br. 8 ovog Ugovora, a koji će biti revidiran.

4. Datum završetka radova je datum potpisivanja Izvješća o konačnom prihvatu od strane Ugovornih strana sukladno §11 gore.
5. Podizvođač neće snositi nikakav rizik vezano za promjenu rokova, kako je navedeno u Općem terminskom planu, u slučaju kada:
 - a) u skladu sa §3 ovog Ugovora, dodatni radovi po nalogu Izvođača zahtijevaju, po procjeni Izvođača i Podizvođača, promjenu datuma završetka, spomenutog u stavku 2 gore, pod uvjetom da je zahtjev za promjenu roka završetka zbog naloženih dodatnih radova podnio Podizvođač, pisanim putem, prije potpisivanja Dodatka za dodatne radove, spomenute u § 3 ovog Ugovora
 - b) postoje kašnjenja u rokovima za montažu konstrukcije iz razloga za koje je odgovoran Izvođač.

§13

VIŠA SILA

Svaka Ugovorna strana može biti izuzeta od odgovornosti za neizvršenje ili neuredno izvršenje obveze, u slučaju kada je to izazvano višom silom, koja se smatra da postoji kada postoji događaj ili okolnost:

- a) na koje Ugovorna strana nema utjecaj,
- b) od koje se Ugovorna strane ne može zaštititi na razuman način, prije potpisa Ugovora,
- c) koja se, kad se dogodila, nije mogla izbjeći ili prevladati na razuman način, i
- d) za koju se ne može smatrati da je izazvana, u velikoj mjeri, od druge Ugovorne strane.

Viša sila posebno uključuje okolnosti, kao što su ratovi, ratna djelovanja, teroristički čini, pobune, štrajk drugih ljudi a ne osoblja Ugovornih strana, prirodne katastrofe i drugi događaji koji zadovoljavaju kriterije definirane u stavcima a) –d) gore. U svakom slučaju, Ugovorna strana koja je zbog više sile pretrpjela poteškoće ili nije mogla ispuniti Ugovor, odmah se obavezuje otkloniti rezultate više sile i ispuniti ugovorne obveze. Na odgovarajući način se primjenjuje stavak 5. članak 12. ovog Ugovora.

Utvrđit će se hoće li se događaj smatrati događajem više sile u svakom konkretnom slučaju primjenom kriterija navedenih u stavcima (a) - (d). Svi događaji navedeni ovdje mogu se ili ne moraju smatrati višom silom ovisno o ispunjavanju kriterija navedenih u stavcima (a) - (d).

§14

NAKNADA

1. Ugovorne strane se slažu da će naknada za Podizvođača biti isplaćena za svaki račun u skladu s dogovorenom jediničnom cijenom od:
 - i. $3,15 \text{ eura / kg} * 7,43 = 22,96 \text{ HRK / kg}$ za 50% odobrene količine,
 - ii. $3,15 \text{ eura / kg} * \text{srednji tečaj Hrvatske narodne banke iz eura u HRK na datum izdavanja određenog računa}$ za dodatnih 50% od odobrene količinebudući da je ovaj Ugovor mjerljivi ugovor. Količina je indikativna i Ugovorne strane se slažu da ako se konačna količina poveća ili smanji, Podizvođaču se neće isplaćivati nikakva dodatna plaćanja povrh ugovorene jedinične cijene.
2. Naknada pokriva sve troškove koje snosi Podizvođač kako bi uredno, na vrijeme i kao složen zadatak izvršio opseg Predmeta ugovora određen ovim Ugovorom. Podizvođač je dužan poduzeti sve administrativne radnje potrebne za izvršenje Predmeta Ugovora u skladu s važećim propisima i pokriti sva dospjela plaćanja koja proizlaze iz primjene propisa. Naknada pokriva sve troškove potrebne za izvršenje svih isporuka i usluga koje čine Predmet Ugovora.
3. Ugovorene jedinične cijene za sve aktivnosti su konstantne tijekom cijelog perioda izvršenja Predmeta Ugovora i neće biti povećane ni u kojim okolnostima, osim u slučaju eskalacije cijene koju Naručitelj plaća Izvođaču u skladu s Glavnim ugovorom. Nijedna promjena PDV-a, poreza na dohodak ili poreza iz građansko-pravnih / stvarno-pravnih poslova, trošarina, promjena u tečaju valute ili povećanje cijena materijala ili usluga ne može opravdati promjenu u visini naknade koja se plaća Podizvođaču. Međutim, Ugovorne strane suglasno utvrđuju da će se primjenjivati formula za eskalaciju cijena kako je uređena u Glavnom ugovoru po načelu "back to back".

4. Na naknadu utvrđenu ovim članku bit će dodan PDV sukladno zakonskim propisima koji su na snazi na datum izdavanja svakog računa.
5. Prema ugovorenoj naknadi, Podizvođač je obavezan izvršiti Predmet Ugovora u skladu sa zahtjevima iz Ugovora. Ugovorni uvjeti su Prilog br. 5 ovom Ugovoru.
6. Pretpostavlja se da je Podizvođač pregledao gradilište i njegovu okolicu, te da je analizirao dokumentaciju i smatra ih dostatnim za zaključenje Ugovora po ugovorenoj naknadi, a posebno je analizirao:
 - a) uvjete tla, izgrađenost zemljišta i područje izvlaštenja, koje je predano Izvođaču za izvršenje Ugovora,
 - b) hidrološke i klimatske uvjete,
 - c) veličinu i prirodu privremenih radova i instalacijsko-građevinskih radova, kao i materijale i opremu neophodne za izvršenje Predmeta Ugovora.

i nadalje, dobio je sve potrebne informacije i objašnjenja koja se odnose na opseg radova i neophodne materijale za izvršenje Predmeta Ugovora, rizike povezane s izvršenjem Predmeta Ugovora, moguće prijetnje i druge okolnosti koje mogu utjecati na prava i obaveze koje proizlaze iz Ugovora, te smatra sve te informacije kao dovoljne za preuzimanje izvršenja radova koji su Predmet Ugovora u rokovima i za naknadu ugovorenu ovim Ugovorom.
7. Količine se mjere, odobravaju i plaćaju prema dogovorenoj metodi mjerenja iz Glavnog Ugovora. Podizvođač neće primiti plaćanja za stvarno izvršene količine nego samo za količine koje je prema Glavnom Ugovoru Izvođaču odobrio i platio Naručitelj.
8. Po principu „back to back” Podizvođač prihvaća platiti Opće troškove koji je imao Izvođač u vezi s montažom čelične konstrukcije: geodetsko mjerenje temeljeno na fakturama izdanim za geodetsko mjerenje. Ova participacija će vrijediti samo za vrijeme montaže. Izvođač će naplatiti troškove Podizvođaču u iznosu od 360kn / sat za grupu od dva geodeta, uključujući sve njihove troškove. Svi radni sati se dogovaraju pisanim putem između Ugovornih strana. Ugovorne strane su suglasne da Podizvođač ima pravo angažirati vlastite geodete uz prethodnu pisanu obavijest podizvođaču, najmanje deset dana prije početka montažnih radova na gradilištu.
9. Podizvođač je u potpunosti svjestan implikacija trenutne pandemije koronavirusa i promjena koje proizlaze iz toga, a utječu na slobodu kretanja

robe i ljudi. Također prihvaća da će možda doći do nestašice robe koja se uvozi u narednim mjesecima. Sve gore navedene posljedice uzete su u obzir u jediničnoj cijeni ponude i roku završetka radova, pod pretpostavkom da ne traju više od šest mjeseci. Ako se sadašnje posljedice nastave duže od šest mjeseci, a postoji utjecaj na troškove i rok izvršenja podugovora, tada se primjenjuje princip „back to back“ u odnosu na relevantno potraživanje Izvođača prema Naručitelju.

§15

NAČIN PLAĆANJA

1. Konačno plaćanje temelji se na jediničnoj cijeni navedenoj u gornjem članku 14.1 Ugovora te će se pisanim putem potvrditi količine izvedenih radova.
2. Ugovorne strane suglasno utvrđuju da će potpisati zapisnik o izvršenim radovima po ovom Ugovoru u kojem će biti preciziran iznos, obim i kvaliteta izvedenih radova te će biti dogovoreno da li će se postavljati međusobna potraživanja.
3. Podizvođač potvrđuje da je obveznik plaćanja PDV-a i da je ovlašten izdavati račune sa iskazanim PDV-om.
4. Izvođač potvrđuje da je registrirani obveznik PDV-a i da je ovlašten primati račune sa iskazanim PDV-om.
5. Privremene situacije za montažne radove bit će podmirena na kraju svakog mjeseca u kojem su radovi izvedeni, a pokrivat će sav opseg radova izvedenih u tekućem mjesecu, na isti način na koji Izvođač prima mjesečne iznose po Privremenim situacijama od Naručitelja sukladno Glavnom ugovoru. Stoga se načelo „back to back“ u potpunosti primjenjuje u vezi s plaćanjem, posebice jer je Podizvođač potvrđen u Glavnom ugovoru kao imenovani podizvođač te prima plaćanja izravno od Naručitelja. U odnosu na isplate odobrene od Naručitelja prema dopisu od 02.06.2020. (Prilog br. 10), za 40% ukupnog iznosa čelične konstrukcije mosta Ston navedenog u Glavnom ugovoru između Naručitelja i Izvođača, za kupovinu materijala i izradu elemenata mosta u proizvodnom pogonu Podizvođača u Splitu, Ugovorne strane suglasno utvrđuju da Podizvođač prima u cijelosti mjesečno odobreni iznos po ovoj

- kategoriji uz samo 10-postotno umanjenje od strane Naručitelja radi retencije.
- U prvom računu koji će Podizvođač izdati tijekom razdoblja montaže, odbitak dodatnog iznosa (razlika između četrdeset posto glavnog ugovora i četrdeset posto prema ovom ugovoru o podizvođenju) primljenog od strane Podizvođača prema gore navedenom dogovoru o plaćanju, nadoknađuju se Izvođaču. Što se tiče plaćanja od strane Naručitelja, navedenog u dopisu od 02.06.2020. (Prilog br. 10), Izvođač ovim putem ustupa Podizvođaču potraživanje prema Naručitelju koje se odnosi na razliku između četrdeset posto Glavnog ugovora i četrdeset posto iz ovog Ugovora. Izvođač je dužan obavijestiti Naručitelja o ovome prilikom izdavanja računa prema Naručitelju.
6. Privremenu obračunsku situaciju za Podizvođača Izvođač će izdati tek nakon što predstavnik Nadzora Naručitelja prethodno odobri količinu radova, koje je Podizvođač izvršio - u formi privremene obračunske situacije koju je temeljem Glavnog ugovora izdao Nadzor za Izvođača za radove koje izvodi Podizvođač.
 7. Račun izdaje Podizvođač na temelju Privremene obračunske situacije koju je izdao Izvođač. Plaćanje vrši izravno Naručitelj, budući da će Podizvođač biti odobren kao Imenovani podizvođač.
 8. Računi koje izdaje Podizvođač bit će plaćeni direktno od strane Naručitelja na bankovni račun Podizvođača naveden u računima.
 9. Podizvođač nije ovlašten prenijeti potraživanja koja ima prema Izvođaču na treće osobe, bez pisane suglasnosti Izvođača, osim u slučaju ustupanja potraživanja Podizvođača s osnove dospjele naknade Podizvođača na temelju ovog Ugovora, na banku koja financira izvršenje ovog Ugovora.
 10. Izvođač ima pravo zadržati plaćanje za izvršene manjkave radove ili nedovršene radove, dok nedostaci ne budu uklonjeni i radovi ne budu preuzeti, uz zapisnik bez prigovora, prema odredbama iz stavaka 1.-10. ovoga članka.
 11. Za plaćanje materijala i uređaja koje je kupio Podizvođač, slijedi isti način plaćanja izravno od Naručitelja. Ako na račune treba primijeniti PDV, a Naručitelj ga ne plati, Izvođač će ga platiti Podizvođaču 60 dana od dana izdavanja računa.
 12. Nakon bezuvjetnog Konačnog prihvata Radova izvršenih u skladu s ovim Ugovorom, Podizvođač je ovlašten izdati konačnu fakturu, uključujući i odluke iz Izvješća o konačnom prihvatu.

13. Mjesec dana prije preuzimanja radova Podizvođača, Izvođač je dužan predati Podizvođaču neopozivu, bezuvjetnu i plativu na prvi poziv bankarsku garanciju za zadržani iznos za vremensko razdoblje između 70 dana od dana izdavanja Izvješća o konačnom prihvatu radova Podizvođača i datuma kada Naručitelj plati zadržani iznos na temelju Glavnog ugovora.

§16

RASKID UGOVORA

1. Izvođač ima pravo raskinuti ovaj Ugovor u cjelini ili u neizvršenom dijelu, pored slučajeva navedenih u Zakonu o obveznim odnosima, onda kada:
- a) Podizvođač izvršava Predmet Ugovora na manjkav način ili suprotno odredbama iz Ugovora. Raskidu Ugovora mora prethoditi bezuspješan protek razumnog roka određenog Podizvođaču pisanim putem od strane Izvođača, a koji rok se odnosi na promjenu u izvršenju Ugovora; Prije raskida Ugovora, Izvođač mora poslati pisanu obavijest Podizvođaču u kojoj će navesti na koji način je Podizvođač u povredi Ugovora.
 - b) Naručitelj je bez razloga otkazao Ugovor između Naručitelja i Izvođača, a u kojem slučaju će se na prava Podizvođača po načelu „back to back“ primjenjivati pravila koja vrijede za relevantno potraživanje Izvođača prema Naručitelju;
 - c) Podizvođač kasni s početkom ili izvršenjem Predmeta Ugovora u trajanju od 30 dana, u odnosu na rokove specificirane u Ugovoru;
 - d) nad društvom Podizvođača pokrenut je stečajni postupak ili likvidacija ili će se imovina Podizvođača plijeniti;
 - e) građevinski radovi su obustavljeni, temeljem konačne upravne odluke nadležnog tijela ili prema pravno valjanoj presudi suda, kroz period duži od 60 dana;
 - f) U slučaju da je Izvođač raskinuo Ugovor s Naručiteljem iz razloga za koje nije odgovoran Izvođač.

- g) U slučaju da se Glavni ugovor raskine iz razloga za koje odgovara Izvođač, Izvođač će platiti sve radove i usluge koje Podizvođač izvede do datuma raskida.
2. Podizvođač ima pravo, osim u slučajevima spomenutim u Zakonu o obveznim odnosima, raskinuti ugovor, u cjelini ili u neizvršenom dijelu, ako:
- a. Izvođač je primio plaćanje od Naručitelja i bez razloga je odgodio plaćanje naknade Podizvođaču najmanje 30 dana i nije izvršio plaćanje niti nakon proteka dodatnog roka dogovorenog između Ugovornih strana, ne kraćeg od 45 dana.
 - b. pokrenut je postupak stečaja ili likvidacije Izvođača:
3. Kada se Ugovor raskida, Podizvođač i Izvođač stječu pravo podmiriti sva plaćanja, uključujući plaćanja za račune izdane na temelju privremenih obračunskih situacija izdanih prema §15, stavak 8, uzimajući u obzir pravo Izvođača da naplati ugovorne kazne iz §22 Ugovora. Nadalje, Izvođač je obavezan platiti sve materijale koje je kupio Podizvođač.
4. U slučaju raskida Ugovora, Ugovorne strane će pripremiti, u roku od 5 radnih dana od raskida, inventurno izvješće o radovima koji su izvedeni, a nisu financijski podmireni, uključujući i uređaje i priključke na gradilištu, koji će se koristiti za izvršenje Predmeta Ugovora. Inventurno izvješće predstavljat će osnovicu za konačno podmirenje izvršenih radova. U tom se slučaju primjenjuje odredba iz članka §15, stavka 2.
5. Svaka Ugovorna strana može raskinuti Ugovor, kako je definirano u ovom članku, u roku od 60 dana nakon dana kad je Ugovorna strana bila informirana o okolnostima koje predstavljaju razlog za raskid.
6. Podizvođač ima pravo na naknadu prema principu „back to back“ u odnosu na Glavni Ugovor ako je Izvođaču Naručitelj nadoknadio sve troškove, štetu i izgubljenu dobit.

§17

ZAMJENSKI RADOVI

U slučaju iz §16, stavak 2, prva rečenica, i u slučaju kada Podizvođač ne započne s otklanjanjem nedostataka navedenih u izvješću o preuzimanju unutar datog roka i unutar jamstvenog perioda, nakon 4 tjedna od datuma koji odredi Izvođač za uklanjanje nedostataka ili pogrešaka, Izvođač može radove izvršiti putem treće strane koju je Podizvođač imenovao da izvrši popravke u njegovo ime, sve pod uvjetom da Podizvođač ne izvršava svoju ugovornu obvezu. Izvođač će biti ovlašten naložiti uklanjanje nedostataka i pogrešaka trećemu, na trošak i rizik Podizvođača, zadržavajući Garanciju za uredno izvršenje radova i/ili iznos iz §18 A) i članka §18 B) ovog Ugovora. Izvršenje radova umjesto Podizvođača može uključivati i izvršenje tih aktivnosti od strane Izvođača, uz primjenu gore navedenih odredaba.

§18

GARANCIJE:

A) GARANCIJA ZA UREDNO IZVRŠENJE

1. Kako bi se izbjegla sva moguća potraživanja od Izvođača, zbog neizvršenja ili neurednog izvršenja Predmeta Ugovora, Podizvođač mora predati, u roku od 30 radnih dana nakon potpisa Ugovora, bezuvjetnu, neopozivu, plativu na prvi poziv, garanciju koju će izdati osiguravajuća kuća ili zadužnicu (dalje u tekstu: "Garancija za uredno izvršenje") koju je prihvatio Izvođač, na iznos od 10 % neto ugovorne naknade iz § 14, stavak 1. Ugovora, s datumom isteka 15.08.2022.
2. U slučaju produljenja roka dovršetka Radova, koje uključuje Predmet Ugovora, Podizvođač je obavezan ishoditi produženje Garancije za uredno izvršenje za produženo vrijeme za dovršetak radova i podnijeti tako produljenu Garanciju za uredno izvršenje Izvođaču u roku od 20 radnih dana od dana kad je potpisan Dodatak kojim se produljuje rok dovršetka (ili ranije, ali prije isteka datuma postojećeg osiguranja). Ovo će biti primjenjivo, u slučaju da se Predmet Ugovora produžuje putem dodatnih radova, specificiranih u §3 ovog Ugovora.

U toj situaciji, biti će potrebno povećati iznos Garancije za uredno izvršenje tako da pokriva 10% neto vrijednosti dodatne naknade za dodatne radove, za koje je ugovorna naknada Podizvođača bila povećana. Produžena Garancija za uredno izvršenje mora biti predana u roku od 20 dana od potpisivanja odgovarajućeg aneksa za produljenje Predmeta Ugovora dodatnim radovima.

3. Garancija za uredno izvršenje bit će vraćena Podizvođaču (ako prethodno Izvođač nije namirio svoja potraživanja iz iste u roku od 70 dana nakon Finalnog djelomičnog prihvata Predmeta ugovora od strane Naručitelja uz prethodno otklanjanje nedostataka utvrđenih tijekom predaje.
4. Izvođač može aktivirati Garanciju za uredno izvršenje, ako Podizvođač prekrši odredbe iz Ugovora, a bio je obavješten od Izvođača o gore navedenom.
5. U slučaju kada Podizvođač nije predao Garanciju za uredno izvršenje usklađenu s uvjetima iz Ugovora (ili garancija za uredno izvršenje nije bila podnesena pravovremeno, kako bi zamijenila isteklu Garanciju), Izvođač ima pravo odbiti od naknade koja pripada Podizvođaču i zadržati od svakog plaćanja 10% kao depozit za osiguranje potraživanja prema ovom Ugovoru.

B) GARANCIJA ZA KVALITETU RADOVA

6. Garancija za kvalitetu radova izdana od strane osiguravajuće kuće ili zadužnica (u daljnjem tekstu: „Garancija za kvalitetu radova“) prihvaćena od strane Izvođača, u iznosu od 10% neto vrijednosti naknade iz Ugovora izdaje se i dostavlja Izvođaču prije isteka Garancije za uredno izvršenje. Garancija za kvalitetu radova ističe 30 dana od isteka jamstvenog roka navedenog u §19 ovog Ugovora i otklanjanja nedostataka utvrđenih u ovom desetgodišnjem Jamstvenom roku.
7. Članak 11.12. Posebnih uvjeta Glavnog Ugovora primjenjuju se na principu „back to back“, a Podizvođač ima iste odgovornosti kao i Izvođač po Glavnom ugovoru.

C) ZADRŽANI IZNOS/OSIGURANJE:

Sukladno Glavnom ugovoru jer će Podizvođač biti plaćen direktno od strane Naručitelja.

§19

JAMSTVO I JAMSTVENI ROKOVI

1. Podizvođač daje jamstvo za izvršeni Predmet Ugovora, uključujući i primijenjene materijale.
2. Jamstveni rok počinje teći na dan potpisa Izvješća o preuzimanju radova za Predmet ugovora, a istječe nakon protoka 120 mjeseci, što će se računati od datuma naznačenog od Naručitelja u Certifikatu o preuzimanju Projekta kao datuma početka Jamstvenog roka za Projekt (ili ako radovi obuhvaćeni ovim Ugovorom budu od strane Naručitelja uključeni u Certifikat o preuzimanju koji uključuje samo dio Projekta – od datuma početka jamstva, prema Ugovoru, za taj dio Projekta), u svakom slučaju - do isteka jamstvenog roka, koji proizlazi iz Ugovora za specifične radove.
3. Podizvođač je u roku od deset godina od dana izdavanja Certifikata o preuzimanju odgovoran za osnovne građevinske zahtjeve u skladu s člankom 633. Zakona o obveznim odnosima (Narodne novine, br. 35/2005, 41/2008, 125/2011. i 78/2015) ili osnovne građevinske zahtjeve u skladu s člancima 7. do 16. Zakona o gradnji (Narodne novine, br. 153/2013 i 20/2017).

§20

UVJETI JAMSTVA

1. U jamstvenom roku nakon uspješnog preuzimanja Podizvođač je dužan besplatno ukloniti utvrđene nedostatke i oštećenja, nastale uslijed nepravilnog izvođenja radova, zamijeniti ili popraviti neispravne materijale

kako bi bili bez nedostataka, osim u slučajevima kada je nepropisnom uporabom ili oštećenjem skrivljenim od Izvođača ili trećih strana uzrokovana šteta. Izvođač će imati pravo zahtijevati od Podizvođača uklanjanje nedostataka, osim ako šteta nije proizašla iz razloga za koje Podizvođač nije odgovoran. Izvođač će o nedostacima pisanim putem obavijestiti Podizvođača i istovremeno će odrediti rok za njihov popravak. Obavijest se također može poslati putem e-maila, a zatim potvrditi dopisom koji je upućen u sjedište Podizvođača. Podizvođač će dostaviti Izvođaču Priručnik za pravilno održavanje čelične konstrukcije koja je Predmet ovog Ugovora.

2. Unutar vremenskog roka određenog od strane Izvođača, spomenutog u stavku 1, koji omogućuje tehničko izvođenje popravaka, Podizvođač će ukloniti, na svoj trošak, nedostatke na Predmetu Ugovora za trajanja jamstvenog roka, a koji su pokriveni jamstvom, kao i svu štetu koja predstavlja uobičajenu posljedicu nedostataka ili će isporučiti dijelove bez nedostataka. Uklanjanje nedostataka biti će odobreno pisanim izvješćem Naručitelja i/ili Nadzornog inženjera. Gornje aktivnosti poduzima Podizvođač putem odgovarajućih stručnih zaposlenika ili stručnjaka.
3. Sve troškove povezane sa jamstvenim popravcima snosi Podizvođač, uključujući moguću zamjenu oštećenih stvari, njihov prijevoz do mjesta popravka pod jamstvom, mišljenja stručnjaka kao i isporuku dijelova do mjesta gdje je nedostatak utvrđen, kao i montažu takvih dijelova ili popravljenih dijelova bez nedostataka.
4. U slučaju da Podizvođač ne ispuni obaveze koje proizlaze iz ovog članka Ugovora, Izvođač može, nakon prethodne pisane obavijesti Podizvođaču, sam ukloniti nedostatke ili naložiti njihov popravak društvu po izboru Izvođača. Izvođač može nadoknaditi nastale troškove u vezi s gore navedenim koristeći sredstva osiguranja u skladu sa §18 Ugovora. Snošenje navedenih troškova uklanjanja nedostataka ili isporuke predmeta bez nedostataka ne isključuje pravo Izvođača da obračuna ugovorne kazne navedene u Ugovoru. Podizvođač snosi odgovornost za nastale dokumentirane štete zbog nedostataka na Predmetu Ugovora, iz razloga za koje je odgovoran Podizvođač.
5. Za pitanja koja nisu regulirana ovim Ugovorom u pogledu prava na jamstvo, primjenjivat će se odredbe Zakona o obveznim odnosima.

6. Podizvođač daje jamstvo za izvršenje Predmeta Ugovora, uključujući montažu i upotrijebljene materijale, u vremenskom periodu navedenom u §19 ovog Ugovora.
7. Podizvođač jamči Izvođaču da će materijali biti dostavljeni Izvođaču bez materijalnih i pravnih nedostataka te u količini i kvaliteti i drugim parametrima (uključujući pakiranje) definiranim ovim Ugovorom. Podizvođač je odgovoran za sve štete koje mogu nastati Izvođaču zbog isporuka neispravnih i/ili neusklađenih s odredbama Ugovora.
8. Podizvođač jamči Izvođaču da izvedeni radovi ne sadrže materijalne nedostatke, da su izvedeni uz najbolje tehničko znanje i da su u skladu s odredbama ovog Ugovora. Podizvođač je odgovoran za sve štete koje mogu nastati Izvođaču zbog isporuke manjkavog Predmeta Ugovora i / ili nesukladnosti s odredbama Ugovora.
9. Podizvođač je dužan obavijestiti Izvođača u pisanom obliku o identificiranoj mogućnosti da se mogu pojaviti nedostaci na materijalima, dokumentaciji za materijale i / ili radovima koje je predao Izvođač ili zato što je Predmet Ugovora izvršen prema smjernicama Izvođača.
Ako Podizvođač ne obavijesti Izvođača o rizicima od nedostataka, Podizvođač ne može biti oslobođen od odgovornosti u smislu jamstva za nedostatke materijala nastale izradom materijala u skladu s projektnim rješenjima koje je dostavio Izvođač ili usko vezano s uputama Izvođača. Podizvođač će biti oslobođen od takve odgovornosti ako obavijesti Izvođača o riziku od nedostataka, a Izvođač, usprkos činjenici da je Podizvođač istaknuo rizik od nedostataka, inzistira na svom načinu proizvodnje ili tehnološkoj dokumentaciji.
10. Nedostatci i njihovo uklanjanje potvrđuju se izvješćem.
11. U slučaju da Naručitelj i/ili Inženjer, tijekom preuzimanja ili unutar jamstvenog roka, identificiraju uklonjive nedostatke, Izvođač može zahtijevati:
 - a) uklanjanje nedostataka od strane Podizvođača u roku koji odredi Izvođač, ali najkasnije u roku od 14 dana,
 - b) smanjenje naknade za Podizvođača za Predmet Ugovora, u odnosu na izgublenu korisnost, estetsku i tehničku vrijednost, od strane Naručitelja i/ili Inženjera, ako Podizvođač odbije izvršiti uklanjanje nedostataka ili ne izvrši uklanjanje nedostataka u vremenu navedenom u točki (a).

Ako ovo vremensko razdoblje koje je Izvođač odredio Podizvođaču za otklanjanje nedostataka prođe neučinkovito, Izvođač ima pravo otkloniti nedostatke na trošak i rizik Podizvođača zadržavajući svoja prava na propisane ugovorne kazne i dodatnu naknadu. Za bilo kakvo oštećenje radova koje nastane nepropisnim popravcima od strane treće osobe, Podizvođač se oslobađa od odgovornosti za štetu tako oštećenog područja.

12. U slučaju kada je za vrijeme preuzimanja ili jamstvenog roka Naručitelj utvrdio neotklonjive nedostatke, Izvođač može po svom izboru zahtijevati:
 - a) Izvršenje Predmeta Ugovora još jednom, o trošku Podizvođača; pridržava se pravo zatražiti od Podizvođača da popravi štetu nastalu zbog kašnjenja.
 - b) Smanjiti naknadu za Podizvođača proporcionalno odnosu između vrijednosti konstrukcije bez nedostataka i konstrukcije s nedostacima, u slučaju kada je Inženjer takvo rješenje prihvatio prema Glavnom ugovoru.
13. Podizvođač ne može odbiti ukloniti nedostatke bez obzira na visinu troškova vezanih uz otklanjanje. Ako troškovi uklanjanja nedostataka nisu razmjerni učincima postignutim kao rezultat uklanjanja nedostataka, nedostaci se smatraju neuklonjivim. U takvom se slučaju primjenjuju odredbe §17. Ugovora.
14. U slučaju spora, Izvođač mora pisanim putem obavijestiti Podizvođača 5 radnih dana prije planiranog datuma inspekcije o datumu i mjestu inspekcije kojom bi se trebao razjasniti spor. Ukoliko se Podizvođač ne pojavi na taj datum na mjestu koje je odredio Izvođač, smatrat će se da je Podizvođač priznao nedostatke o kojima ga je Izvođač obavijestio.
15. Ako je zbog nedostataka potrebno izvesti radove koji nisu obuhvaćeni ovim Ugovorom, Izvođaču će se naplatiti troškovi radova.

§21 NAMJERNO IZOSTAVLJENO

§22

UGOVORNE KAZNE

1. Podizvođač preuzima obvezu plaćanja Izvođaču ugovorne kazne u sljedećim slučajevima:

- a) Kada Izvođač otkaže Ugovor iz razloga za koje odgovara Podizvođač - u iznosu od 10% razlike između ugovorene neto vrijednosti naknade definirane u stavku 1. članka 14. Ugovora i dospjele naknade Podizvođača za radove izvedene do dana odustajanja od Ugovora;
 - b) Kašnjenja u odnosu na datum za dovršetak radova definiran Ugovorom, za koja odgovornost snosi Podizvođač u iznosu od 0,01% ukupne neto naknade iz Ugovora, definirane u članku §14 stavku 1. Ugovora, za svaki dan kašnjenja, ali ograničeno na najviše 10% ukupne neto naknade iz Ugovora definirane u stavku 1. §14. Ugovora;
 - c) Kašnjenja u odnosu na otklanjanje nedostataka utvrđenih prilikom Prihvata Projekta u iznosu od 0,01% ukupne neto naknade iz Ugovora definirane u stavku 1. članka 14. Ugovora za svaki dan kašnjenja, računajući od dana određenog za uklanjanje nedostataka, ali ograničeno na najviše 5% ukupne neto naknade iz Ugovora, definirane u §14, stavku 1. Ugovora.
2. U slučaju kašnjenja u izvršavanju obveza Izvođača i drugih sudionika na Projektu ili njihove nemogućnosti izvršavanja takvih obveza o kojima ovisi izvršavanje Podizvođačevih obveza, Podizvođač neće biti odgovoran za neispunjavanje svojih obveza iz ovog Ugovora uzrokovanih krivnjom Izvođača ili drugih sudionika i neće biti obavezan plaćati ugovorne kazne. Nadalje, Podizvođač će imati dodatno vremensko razdoblje za izvršenje (i biti će izuzet od izvođenja radova u skladu s bilo kojim ranije dogovorenim rasporedom) svojih obveza na koje je utjecalo kašnjenje, i koje razdoblje će biti onoliko dugog trajanja koliko je razumno potrebno za uračunavanje utjecaja kašnjenja na izvršavanje obveza Podizvođača (uključujući, ali ne ograničavajući se na vrijeme potrebno za pronalaženje i organiziranje novog prijevoza materijala i opreme do gradilišta, što ovisi o raspoloživom kapacitetu odabranog prijevoznika).
3. Odgovornost Podizvođača za štetu će biti ograničena na ukupnu neto naknadu iz Ugovora, definiranu u stavku 1. članka 14. Ugovora.

ZAVRŠNE ODREDBE

1. Ugovorne strane ugovaraju slijedeće adrese za komunikaciju (uključivo i za predaju PDV faktura za izvršene radove):

Za Izvođača:

Ured izvođača u: Putniković, Ston

Za Podizvođača:

Put Supavla 21, Split

Izvođač izjavljuje da komunikacija upućena na druge adrese, osim adrese ureda na gradilištu, može dovesti do zakašnjenja za koja Izvođač neće biti odgovoran.

2. Predstavnik Izvođača za izvršenje ovog Ugovora i izvršenje prihvatanja/preuzimanja radova je gosp. Charalampos Grigoriadis.
Podizvođač će putem obavijestiti Izvođača o predstavniku Podizvođača koji je zadužen za izvršenje ovog Ugovora i za prihvatanje / preuzimanje radova
3. Obavezan jezik komunikacije je hrvatski jezik.
4. Za pitanja koja nisu regulirana ovim Ugovorom, primjenjuju se Zakon o obveznim odnosima i Zakon o gradnji.
5. Izmjene i dopune Ugovora moraju biti izvršene u pisanom obliku potpisanom od obje Ugovorne strane, inače neće proizvoditi pravne učinke.
6. Svi sporovi koji bi proizašli iz ovog Ugovora podliježu hrvatskom pravu i nadležnosti mjerodavnog suda u Zagrebu.
7. Ugovorne strane potvrđuju da, prema Glavnom ugovoru, sklapanje ovog Ugovora mora biti prijavljeno Naručitelju. Ugovor stupa na snagu, uz odgovni uvjet odobrenja Naručitelja (ili izostanka njegovog davanja prigovora unutar ugovornog vremenskog perioda) na zaključenje Ugovora od strane Izvođača s Podizvođačem.
8. Podizvođač neće prenositi nikakva prava i obveze koje proizlaze iz ovog Ugovora i neće podugovarati, djelomično ili cjelokupno, izvođenje Predmeta Ugovora drugom podizvođaču, bez prethodnog pristanka izvođača osim ako Podizvođač podugovora svoja povezana društva.

9. Podizvođač ne smije ustupati prava koja proizlaze iz ovog Ugovora, bez prethodnog pisanog pristanka Izvođača.
10. Ugovor je sklopljen u dva primjerka, po jedan za svaku Ugovornu stranu.

IZVOĐAČ

/potpisano, potpis nečitak/

PODIZVOĐAČ

/potpisano, potpis nečitak/

*/pečat ovdje: AVAX S.A. – Podružnica Zagreb
Zagreb, Trg Petra Preradovića 3/*

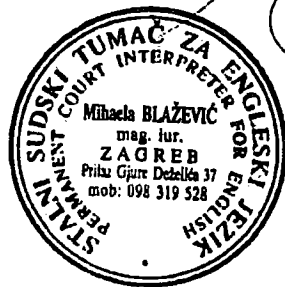
MIHAELA BLAŽEVIĆ, mag. iur.,
stalni sudski tumač za engleski jezik, postavljena rješenjem
Županijskog suda u Zagrebu broj 4 Su-706/99. od
25. listopada 1999. godine, ponovno imenovana rješenjima
Županijskog suda u Zagrebu broj 4 Su-1266/03 od
07. listopada 2003. godine, broj 4 Su-1255/07 od
07. studenog 2007. godine, broj 4 Su-1345/11 od
22. studenog 2011. godine, broj 4 Su-1273/15 od
27. studenog 2015. godine i broj 4 Su-1529/19 od
28. studenog 2019. godine potvrđujem da gornji prijevod
potpuno odgovara izvorniku sastavljenom na engleskom jeziku.

U Zagrebu, 10. 06. 2022

Br.

OV-26/2022

Mihaela Blažević, mag. iur.



AGREEMENT NO. ... dated 03/06/20)

Concluded on 3rdth of June 2020 in Ston, by and between:

AVAX S.A. a company organized and existing under the laws of Greece, at whose principal place of business is at 16 Amaroussiou-Halandriou Str. GR15125 Marousi, acting through its subsidiary **AVAX S.A. -Podružnica Zagreb** organized and existing under the laws of Croatia, at whose principal place of business is at Trg Petra Preradovica 3, 10000 Zagreb, OIB 57166824320 represented by:

Mr Koulis Pittaros –Branch Director, OIB 16844205990

hereinafter referred to as **the Contractor**,

and

BRODOSPLITd.d. a company organized and existing under the laws of Croatia, at whose principal place of business is at Put Supavla 21, Split, PIN 18556905592 represented by:

1. Tomislav Corak– Member of the Management Board

hereinafter referred to as **the Subcontractor**.

Considering that the Contractor declares that on the basis of Contract dated 09.10.2019 concluded with Hrvatske ceste d.o.o. (hereafter referred to as the **Client**) he is the Contractor of the Works related to the execution of Contract named: "Construction of Ston bypass (DC414), subsections: Sparagovici / Zaradeze-Prapratno and Prapratno-Doli" (hereinafter referred to as the **Main Contract**), the Parties conclude an **Agreement** with the following wording:

§1.

SUBJECT OF AGREEMENT



1. The Contractor orders and the Subcontractor accepts for execution construction works within the Main Contract of: "Construction of Ston bypass (DC414), sub-sections: Sparagovici / Zaradeze-Prapratno and Prapratno-Doli" consisting in:
 - a) Supply of materials, fabrication, anticorrosive protection and painting in the manufacturing plant,
 - b) Transport onto site by sea,
 - c) Assembly and lifting to the final position on site of the steel structure for Ston bridge (hereinafter referred to as the **Steel Structure**),
 - d) Execution of workshop documentation, assembly design and as-built documentation in the scope stated by this Agreement. The Subcontractor shall collaborate in preparing the above documents with company IPZd.d., Prilaz baruna Filipovića 21, Zagreb, PIN: 94810978461 which is the Designer responsible for the execution design of the Project.
 - e) The Subcontractor in relation to the ten years Warrantee Period shall be responsible for the execution of any necessary repair works and making good any defects as per the terms of this Agreement at his own cost.
2. The detailed scope of works, mentioned in item 1 and binding rules for their execution are specified in:
 - a) Main Design prepared by the Client **attachment No.1**,
 - b) Technical Specification (opci uvjeti izvojenja) for the above scope of work are attached hereto as **attachment No.2**,
 - c) Quality Assurance System **attachment No.4**
 - d) Environmental Plan **attachment No.5**
 - e) Safety Plan **attachment No.6**
 - f) General Time Schedule **attachment No.7**
 - g) Scope of Work table **attachment No.8**
 - h) List of idle cost in case of delay **attachment No 9**.
 - i) Letter from Client dated 02.06.2020 **attachment No 10**.

The documents listed in items a),b),c),d),e),f),i), are submitted to the Subcontractor by the Contractor. The documents listed in items g),h) are submitted by the Subcontractor to the Contractor.
3. In more details, the Subject of the Agreement includes especially

- 1) Preparation of workshop documentation and the design of assembly of steel structure for Ston bridge, subject to the Contractor, Designer IPZ and the Supervising Engineer's acceptance;
 - 2) Supply of material steel type S355J2+N, according to the drawings and specifications for execution of steel structures for Ston bridge;
 - 3) Anti-corrosion protection of the steel structures of Ston bridge by sandblasting and paint coating according to the drawings and specifications;
 - 4) Transport by the sea or by the land of the produced steel structures to the site and their unloading;
 - 5) Execution of all temporary works for installation excluding temporary works for building site such as embankments for the cranes and access roads which is the Contractor obligation;
 - 6) Execution of assembly and uplifting of the steel structures for Ston bridge;
 - 7) Preparation of documentation required by the Agreement, including a quality assurance plan, method statement for welding and as-built documentation;
 - 8) Coordination with the Main Designer of Ston bridge.
-
4. The Subcontractor confirms that he has received all documents listed in article 1.2 above from the Contractor necessary for the execution of the Subject of Agreement.
 5. Not later than 14 days before the commencement of works, the Subcontractor shall present to the Contractor with a Design of Works along with workshop designs of subsequent elements of the Steel Structures for their acceptance by the Contractor and the Client. The Subcontractor may commence the execution of the Steel Structure elements after the Contractor and the Client's written acceptance to the workshop design of these elements.
 6. Not later than 30 days before the commencement of the works, the Subcontractor shall present, for the Contractor and the Client's approval, the design of assembly and the method statement for the execution of works which shall include the drawings, sketches, calculations and other details related to the assembly of subsequent elements of the Steel Structures. The condition for the commencement of works will be an approval for the assembly design.

The Subcontractor shall submit all certificates, attests, technical approvals, manuals and other documents necessary on account of the Subject of Agreement, as detailed in the Technical Specification.

The principles of the steel construction assembly including the face of con-
creting the deck shall be agreed and included as Attachment No.6

§2

ELEMENTS OF AGREEMENT

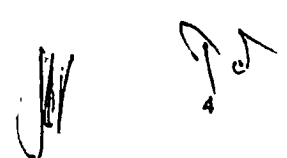
For the completion of the Agreement there shall apply the provisions of this agreement with attachments, binding legal regulations and the regulations given below, however in case of discrepancies the priority of regulations shall apply, provided that statutory regulations allow:

- a) Present Agreement
- b) Main Design
- c) Technical Specification,
- d) Programme of Works,
- f) European and Croatian technical standards,
- g) Health and safety regulations especially in accordance with the Occupational Safety Act (official gazette n0 71/2014, 118/2014, 154/2014, 94/18, 96/18).
- h) Quality Assurance System of the Contractor
- i) Environmental Plan of the Contractor
- j) Building Law regulations
- k) Other law regulations as specified in art.1.13 of special conditions of the Main Contract.

§3

CHANGE OF THE SCOPE OF CONSTRUCTION WORKS

1. The quantity scope of works covered under this Agreement may be increased or decreased without the change of unit prices written in attachment No.3. Increase



of the quantity of works covered under the cost calculation will be paid on the basis of unit prices for the basic scope, acc. to attachment No.3.

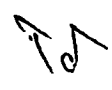
2. Change of the scope of works resulting from additional orders from the Contractor is acceptable, unless they are related to a change of the building permit. Under this Agreement, the Contractor may subcontract works as additional works, but only the works related with the primary subject of Agreement. Additional works should be ordered as an annex to this Agreement defining, among other, the price for additional works and effects of additional works to the deadlines, to be signed by the Contractor and the Subcontractor.
3. Change of the scope of the construction works must be made within the general time for execution of the whole investment subject to the Agreement's provisions.
4. Construction works, which will be executed by the Subcontractor without an order or on his own and which deviate from the provisions of this Agreement will not be paid for.
5. Settlement of accounts for additionally ordered works and materials used will be determined respectively:

For the same or similar works - on the basis of the breakdown of basic unit prices; of which in attachment No.3; For other works – rates should be negotiated by the Parties.

§4

PROHIBITION OF SUBCONTRACTING

The Subcontractor may entrust the execution of any part of the works under this Agreement to other subcontractors or service providers only if a written consent is granted by the Contractor, unless the Subcontractor subcontracts its affiliates in which case written approval of the Contractor is not required, otherwise the Contractor may terminate the Agreement for the Subcontractor's fault and the Subcontractor will pay stipulated penalties defined in §22. Moreover, if in spite of this record, the Subcontractor uses services or in any other way takes advantage of other subcontractor, costs of remuneration for the subcontractors is incurred in total by the Subcontractor.

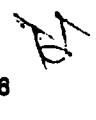
 
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§5

GENERAL CONDITIONS FOR THE EXECUTION OF WORKS BY THE SUBCONTRACTOR

Becoming acquainted with the conditions of works execution:

- 1 The Subcontractor is obliged to become familiar with the conditions for the execution of works in respect of utilities of the area, where the investment is executed. The Subcontractor undertakes meeting due caution during the works execution.
2. The Subcontractor is aware of and prepared for a necessity of parallel execution of works with other subcontractors, the Contractor and therefore he declares to make effort to ensure co-ordination and lack of conflicts during the execution of works at the Main Contract in accordance with General Time Schedule attachment No.8. In the event other participants on the Project are in delay with performing their works, which consequentially cause the delay in performance of Subcontractor's works under this Agreement or the Subcontractor is unable to start the works because the site where the works are supposed to be performed is in an inadequate condition for their performance, the Contractor is obliged to grant the correct time extension for the Subcontractor and advise him in advance of the period of the delay in order the relevant rescheduling to take place and if necessary the fabricated elements to be safely stored within the facilities of the Subcontractor for a short period. In case the delay is caused by the Client and the Contractor is granted any additional fee to cover cost then the principle 'back to back' applies for the Subcontractor also to cover his additional cost.
3. In relation to the case of delay of assembly works of the steel structure due to the delay of any works to be executed before start and during the assembly, the Parties agree the following:
 - a) The Subcontractor shall provide a table with the relevant idle cost to be suffered by him in case of such a delay. Attachment no 9 of this Agreement.
 - b) The Contractor shall be able to revise the agreed time schedule of the assembly works up to two months before the agreed start time without any cost implications. However if such a revision takes place, the Subcontractor shall

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confirm if there is any cost or time implication only due to long term planning in advance of the crane, barge and tag boat. In any case the Subcontractor shall try in the best possible effective way to accommodate any possible change.

c) No charge shall be claimed by the Subcontractor for the additional time the steel elements shall remain within his factory due to the above delay. If the delay for the transportation of the elements exceeds the two months from the planned date to be transported, then a charge as indicated in the above list may apply.

4. Subcontractor bears full responsibility for damages done to works of Contractor, other Subcontractors of the Project as well as damages done to third party, when it can be proven that the damages arose directly and only due to the reasons dependent from Subcontractor in connection with works carried out by this Subcontractor.
5. Until Final Acceptance of Subject of the Agreement, Subcontractor bears individual responsibility for his activities and abandonments
6. Due to the Contract requirements, the Subcontractor is obliged to execute works within normal working hours in accordance with the Law of the Republic of Croatia. The Subcontractor shall not carry out works on non working days determined by the Law except upon the Engineer's written approval.

Professional character of Subcontractor's activities/Duties:

7. The Subcontractor declares that the works under this Agreement belong to the scope of his activities, performs his tasks professionally and is in possession of appropriate equipment, labor and financial capacities to execute the subject of this Agreement properly. The Subcontractor takes an obligation to execute works in a complex, timely way, and according to the Agreement with Contractor's guidelines, including defects removal, and to:
 - a) Obey, during the execution of works, all the regulations concerning building law, Health & Safety, environment protection, waste management act, anti-fire protection and provide continuous technical and H&S surveillance. Fees and penalties for not obeying the law, violating standards stipulated in


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relevant legislation during the execution of works will be covered by the Subcontractor releasing the Contractor totally from such responsibility.

- b) Direct to the execution of works only persons having adequate qualifications, licences and experience, including – at the Contractor's demand – the provision of a works manager having adequate licenses as well as replacement or removal of a person directed by the Subcontractor to the execution of the subject of the Agreement if, in the Contractor's assessment, the person does not guarantee the proper and timely execution of the Subject of the Agreement (especially behaving in a non-competent or neglectful way, does not follow the resolutions of the Agreement) and also when the person infringes their professional duties, behaves in a careless way or harmful for safety, health or the environment.
- c) Execution of works only with the use of technically efficient and safe equipment and machines,
- d) Protect and mark the works properly and take care of the technical conditions and proper signing of the site during the execution of tasks, particularly taking into account health and safety protection of people,
- e) Subcontractor is obliged to present, latest 21 days from signing of the Agreement the General Quality assurance plan, and 14 days after the approval by the Engineer of the works documentation, the Subcontractor shall present the detailed quality assurance plan.
- f) Respect the Contractor's Environmental Plan and Health and Safety Program , - **attachment No.6 and No.7.**
- g) Provide Bridge Expert with similar experience for three bridges in order to be approved by the Client. The Bridge Expert or by him authorised expert shall keep Site Diary in accordance with legislation for the Bridge works where all the inspections by relevant authorities should be registered. These documents should be available on site any time for the Contractor and for people authorized by the Contractor. The availability of the documents does not exempt the Subcontractor for the liability and does not signify that the entries are accepted.



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- h) At least four weeks prior to incorporation, installation and use, submit to the Contractor a complete set of attestations, CE certifications, certificates of conformity, technical approvals and manufacturers' warranties for the materials and devices together with a set of materials and all other documents required by Technical Specification constituting Attachment no.2 or regulations of the law. The Subcontractor agrees also to apply materials which are approved by the Supervision on behalf of the Client in accordance with the Contract Conditions. All the relevant tests as per Contract technical requirements shall be executed including ND tests and a representative of the Engineer should follow all the production procedure. All necessary permits from the relevant authorities for the erection works shall be obtained by the Subcontractor on behalf of the Contractor before commencement of erection works. It must be stated that a special permit for the canal in Ston is required before any steel elements are transported and installed.
- i) Submit to the Contractor updated as-built drawings (number of copies specified in Main Contract) with the changes constituting modifications of the working drawings, within 14 days from the final taking-over of the works,
- j) The works which for the material applied or execution are not compliant with the binding regulations or stipulated requirements, unless approved by the Contractor, will not be accepted nor paid for by the Contractor. On the Contractor's demand the Subcontractor is obliged to change the product, remove it or replace it at his cost, only in case if this product is not accepted by the Client or the Engineer, by the time of taking over of the structure.
- k) If indicated by the character of activities executed by the Subcontractor, the Subcontractor is a producer of waste materials acc to the regulations on waste. In the first place, during the execution of the Subject of Agreement the Subcontractor is obliged to recover construction waste (e.g. concrete waste, soil, debris); if for technological reasons it is impossible or unsubstantiated due to ecological or economic reasons, the Subcontractor should submit the waste for disposal. The Subcontractor is obliged to present to the Contractor waste management method as a condition for the

final taking over of the Subject of Agreement. All the materials unsuitable for reuse which need to be deposited and which come from the works executed within the framework of the investment, such as for example demolitions, earthworks, and also cutting and logging of trees, will belong to the Party stated in the Main Contract.

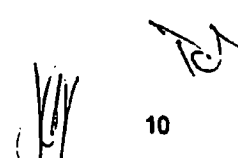
Termination of agreement / suspension of works:

- l) In case if the Agreement is terminated, or withdrawn from by any of the parties, the Subcontractor shall protect works which have been executed so far and shall leave the area no later than 14 days from the termination or information on withdrawal. If the termination is not due to the fault of the Subcontractor, the cost of protection shall be covered by the Contractor.
- m) In case of suspension of works, irrespective of its cause, the Subcontractor will be obliged to protect all the works, executed until then and maintain them till the works are resumed. If Contractor receives from the Client any additional income to cover cost of suspension then he undertakes to pay to Subcontractor the reasonable costs of locked capacity during suspension period on the back to back principle. In such a case the Subcontractor shall receive the cost of protection from the first day.

If suspension period takes longer than six months, Subcontractor is entitled to terminate the Agreement.
- n) The Subcontractor gives his consent for the cession of rights from the Agreement onto the Client in the case where the Main Contract between the Client and the Contractor is terminated.

Rules for the cooperation with the Contractor:

- 8. The Subcontractor will inform the Contractor immediately about any important issues concerning this Agreement and its execution. All the matters related with the Engineer and/or Client will be submitted and dealt with by the Subcontractor only through the mediation of the Contractor.
- 9. During the realization of the investment, the Contractor has a constant right to enter the construction's Site at his own risk, with reservation that all the relevant health and safety regulations are obeyed.



10. Any differences of opinion, arisen during the execution of the Agreement, between the Contractor and the Subcontractor do not have impact on this Agreement and the Subcontractor's obligations included in it. Such differences cannot lead to disruption, delay nor any other problems with the execution of the Agreement and the Main Contract.
11. If the Contractor demands tests according the Engineer and/or the Client request and ND approved plan, during works execution, concerning the quality of materials used for the execution of the works, the Subcontractor is obliged to execute them at his own cost.
12. If the Subcontractor covered works to-be-covered without acceptance, he is obliged to uncover the works on his own and to restore the works to the previous state after the acceptance.
13. The Subcontractor shall inform the Contractor within 5 working days about all the circumstances which may render proper execution of the works difficult and about all variations and departures from the submitted designs and documents, which constitute the basis of this Agreement, and the introduction of which might be necessary. The Subcontractor shall obtain a Contractor's consent to the above variations and departures. In case of failure to meet the deadline mentioned above, the Subcontractor shall lose the right to make reference to the circumstances in the future. The Contractor's consent to changes or departures will depend on the Client's consent in a scope required by the Main Contract. The Contractor shall inform in such a situation about his decision as soon as he receives relevant information from the Client and the Engineer.
14. Subcontractor is obliged to check the documentation provided to him by Contractor, including Main Design Documentation as to its correctness and completeness up to 2 weeks from its delivery.

§6

PARTICULAR SUBCONTRACTOR'S DUTIES

1. Subcontractor accepts as fact that Subject of Agreement is a part of the Project, which is being executed by Contractor under the Main Contract concluded with

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Client. Subcontractor ensures that during execution of obligations resulting from this Agreement, none of his action or negligence, due to the reasons he is responsible for, will not cause failure to fulfill by Contractor obligations resulting from Agreement, which are related to the Subject of Agreement. Subcontractor will execute the Subject of Agreement and will repair any faults in such a way that none negligence connected with the execution will be, will cause or contribute to failure to fulfill by Contractor of any duties resulting from Agreement and related to the Subject of Agreement.

2. The Subcontractor shall be responsible for all permits and traffic arrangements with the authorities for the transportation of his materials and equipment to the Site.
3. The Subcontractor shall be responsible for power supply, internet, telephones and water for his site facilities and for his execution of the constructions works under this Agreement within the area of construction site.
4. The Subcontractor shall be responsible for security guard protection for his site facilities
5. The Subcontractor in the scope of Subject of Agreement will perform unloading of elements for Steel Structure assembly delivered on construction site and will be responsible for proper storage and protection of the elements for Steel Structure assembly until the time of partial technical take-over of individually assembled elements of Steel Structure.

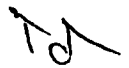
§7

MATERIAL

The Subcontractor undertakes to submit, under this Agreement, at his cost and risk all the materials required for the execution of the Subject of Agreement, according to Main Design Specification which constitutes Attachment No.2 hereto. All the relevant tests as per contract conditions and specifications shall also be executed at the cost of the Subcontractor.

§8

INSURANCE



Subcontractor will participate in costs of the insurance against all construction risks in the scope of the whole of works under the Project which were borne by General Contractor. The General Contractor will charge the Subcontractor with cost of insurance proportionally with Subcontractor's value of assembly works only to the total contract value. Compensation of the costs will be realised through the monthly invoices of the Subcontractor up to maximum 20% per value of each invoice until the full amount is recovered. The Subcontractor is providing his own insurance for works at the factory and for transportation.

§9

OBLIGATIONS OF THE CONTRACTOR

1. The Contractor is obliged to pay monthly invoices to the Subcontractor in accordance with paragraph 11, 12 and 14.
2. The Contractor consents to make all effort to assure undisturbed course of the construction works. He is obliged to cooperate with the Subcontractor during the execution of every stage of the works, according to the Programme of Works agreed between the Parties, if necessary for the execution of works and if the Supervision agrees to such activities.
3. Moreover, the Contractor:
 - a) Is obliged to make the area of works under this Agreement available to the Subcontractor on the basis of a handing-over report,
 - b) Is obliged to make the setting-out in the area on the basis of which the works included in the Agreement will be executed.
 - c) is obliged to take-over the works according to the provisions of this Agreement.

The Contractor shall provide within the Site expropriated area, access hardened areas for storage, consolidation and assembly of the steel structure and hardened area for Manitowoc crane, exactly five positions for liftings of steel structures and operational coasts on both side of channel. The Contractor should provide scaffolding as working platform around the top of each pillars.

§10

ADDITIONAL OBLIGATIONS OF THE CONTRACTOR

The Contractor assumes an obligation, to provide an appropriate area within the expropriation zone for parking cranes, forklift, official cars, at least six containers to be used as site facility for the Subcontractor.

§11

TAKE - OVERS

1. Subcontractor will submit to Contractor until the 25'th day of each month Progress Report for approval, in the form compliant with a template submitted by Contractor. If Subcontractor will not submit the Progress Report in the deadline stated above or will submit incomplete report or in any other way, which is against this Agreement, he may cause that Subcontractor will be entitled to the payment for works covered with the Work Progress Report not earlier than in the next settlement period provided that Work Progress Report compliant with this Agreement is submitted to Contractor timely and it has been approved by Contractor as per the procedure specified in the Agreement. For the Progress Report Subcontractor is obliged to attach the following documents:

- a) Works value from the beginning of construction until the end of each settlement period supported by the relevant measurements of the executed works by the Surveyors,
 - b) Reduction by the total of amounts being previously invoiced,
 - c) Quality documents required by Technical Specification such as tests, certification of materials used etc.
2. Works Progress Report submitted by Subcontractor will be the subject of approval for Contractor within 3 days after approval of proper Work Progress Report of Contractor and including the data of Subcontractor works in Interim

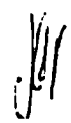
Payment Certificate submitted by Client. In the same period Contractor will submit to Subcontractor Interim Payment Certificate.

3. Final acceptance of the Subject of Agreement will be carried out according to the following procedure:

After submitting by the Subcontractor to the Contractor's representative a written notification on readiness for final acceptance, referred to in §23 section 2, if the Subcontractor has executed the whole of the Subject of the Agreement and has submitted the documents required by the Client and the Contractor, in particular:

- a) Welding diary, steel structure assembly diary,
- b) Admissions, approvals, certificates, any necessary attestations, manufacturer's quality guarantees and manufacturer's manuals as well as conformity declarations for precast elements, materials, agreements and all other documents required within the rules of existing provisions and the Main Contract,
- c) Complete as-built documentation in 4 hard copies and in electronic editing format,
- d) As-built land surveying inventory inspection in the scope of Subject of Agreement,
- e) Reports from required tests, tests of Subject of Agreement and certificates of proper authorities, concerning take-over of works by experts in the scope required by regulations in force;
- f) Works Manager statement about conformity of Subject of Agreement works execution with Design Documentation, conditions of building permit and regulations and Croatian standards in force;
- g) Any agreements, opinions and statements of proper authorities in the scope concerning Subject of Agreement;
- h) Other documents, foreseen by Agreement or current regulations;

The Contractor will present these works to the Engineer's Inspector for approval in the monthly Project's progress report. Final Acceptance of Subject of Agreement shall be made by the Contractor within 14 days after take-over by

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Client Supervision Inspector of all works being the Subject of Agreement (and if applied by a representative of appropriate User/Owner of the devices/networks from the Contractor).

4. The Subcontractor, not later than within 14 days from the date of Final Acceptance Report's signing by the Parties of the Subject of Agreement, is obliged to hand over the construction site. During this time, all works connected with cleaning and development of construction site and around the site stated within the Agreement must be finished by the Subcontractor. Hand-over of the construction site will be conducted on the basis of report signed by the Parties.
 - a) Works will be taken-over if they are executed in accordance with the scope and provisions of the Agreement and there are no objections in respect to the quality of these works.
 - b) The Contractor reserves the right to refuse to do the final taking-over in the case where defects or faults are stated or incompleteness of execution in the subject of the Agreement which occurred due to the Subcontractor's fault. For the taking-over of works Subcontractor will submit the relevant As-built Documentation.
 - c) Technical taking-over of works to-be-covered is acceptable. After the Subcontractor notifies about the need to perform such a taking-over/acceptance, the Contractor will submit the works for the Engineer for his acceptance. The technical acceptance/taking-over of works to-be-covered by the Contractor will be performed on the same day as the works are accepted/taken-over by the Engineer.
 - d) Every of the acceptances/takings-over will be confirmed by a taking-over certificate which will define the scope of the works taken-over, their quality and conformity with every of the acceptances/takings-over will be confirmed by a taking-over certificate which will define the scope of the works taken-over, their quality and conformity with the Agreement as well as any possible defects and faults and the method and date of their removal. Taking-over report should be signed by authorized persons, referred to in §23, section 2, taking into account conditions specified herein.
5. The Client shall become the owner of materials at the moment defined under Article 7.7 of the Special Conditions of the Main Contract.

§12

DATES

1. Commencement of Subject of Agreement execution will follow on the date of this particular Agreement coming into force.
2. The works shall be completed, taking Subject of Agreement into account, not later than on the date specified under attachment No.8.
3. Deadlines for individual stages of works completion to be executed by the Subcontractor are stated in the General Time Schedule being attachment No.8 to this Agreement which shall be revised.
4. Date of the completion of works is a date of signing Final Acceptance Report by the Parties, according to §11 above.
5. The Subcontractor shall bear no risk for deadlines change, stated in the General Time Schedule, in case when:
 - a) Ordered by the Contractor, according to § 3 of this Agreement, additional works require in the Contractor's and Subcontractor's assessment a change of completion date, mentioned in the item 2 above, on the condition that necessity to change a deadline due to the ordered additional works has been submitted by the Subcontractor in writing before signing the annex for additional works mentioned in § 3 of this Agreement,
 - b) There are delays in the deadlines for assembly of structure result from the reasons which the Contractor is responsible for.

§13

FORCE MAJEURE

Each Party may be exempted from the responsibility for failure to execute or improper realization of obligations in case where it results from the force majeure, which is understood as an event or circumstances which:

- a) a Party has no influence on
- b) a Party could not be protected against in a rational way before signing the Agreement;

 
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- c) when occurred, could not have been in a rational way avoided or overcome, and
- d) cannot be considered as evoked, to a large extend, by the other Party

Force majeure includes in particular such circumstances as wars, war actions, acts of terrorism, riots, strikes of other people than the Party's personnel, natural catastrophes and other events which meet the requirements defined in items a-d above. In any case, the Party which due to force majeure suffered difficulties or could not fulfil the Agreement immediately undertakes to remove the results of force majeure and fulfil the contractual obligations. Resolutions of paragraph 5 section 12 of this Agreement are applied adequately.

It will be determined whether event is to be considered a force majeure event on a case-by-case basis applying the requirements listed under point (a) – (d). All event mentioned herein may or may not be considered as force majeure depending on fulfilling the requirements listed under point (a) – (d)

§14

REMUNERATION

1. The Parties agree that the remuneration for Subcontractor will be paid for each invoice in accordance with the agreed unit price of :

- i. $3,15 \text{ euro/kg} * 7,43 = 22,96 \text{ HRK/kg}$ for 50% of the approved quantity
- ii. $3,15 \text{ euro/kg} * \text{mean exchange rate of the National Bank of Croatia of euro to HRK on the date of invoice of the particular invoice}$ for the additional 50% of the approved quantity

since this Agreement is a measurable contract. The quantity is indicative and the Parties agree that if the final quantity is increased or decreased, then no additional payment shall be paid to the Subcontractor from the agreed unit price.

2. The remuneration cover all costs borne by Subcontractor in order to execute the scope of Subject of Agreement specified by this Agreement, properly, on time and as a complex task. The Subcontractor is obliged to undertake any administrative activities, necessary for the execution of Subject of Agreement according with

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current regulations and to cover any due payments resulting from the application of the regulations. The remuneration covers any necessary costs for execution of Subject of Agreement deliveries and services.

3. The agreed unit price of all the activities are constant during the whole period of Subject of Agreement execution and do not undergo a rise in any circumstances, except in case of price escalation paid by Client to the Contractor in accordance with the Main Contract. Any changes in the scope of VAT, income tax, custom duties or tax from civil-legal activities, stamp duties, change of currency exchange rate or rise of material prices or services cannot justify the change of remuneration due to Subcontractor. However the Parties agree that the formula for price escalation as per Main Contract shall apply on the back to back principle.
4. To the remuneration established in herein section VAT tax will be added on the rules established by the law regulations current on the date of each invoice.
5. Under the agreed remuneration the Subcontractor is obliged to execute the Subject of Agreement according to the Agreement's requirements. Contractual Conditions are defined under the Attachment No.5 to this Agreement.
6. It is assumed that the Subcontractor has performed inspection at the construction site and its surrounding has analyzed documents and regards them as sufficient for conclusion of the Agreement with remuneration, and particularly he has analyzed:
 - a) Soil conditions, land development and expropriation area handed over to Contractor for the execution of the Agreement;
 - b) Hydrological and climate conditions,
 - c) Size and nature of temporary works and installation-construction works as well as materials and equipment necessary for execution of Subject of Agreement.and moreover, he has obtained all necessary information and explanations concerning the works scope and necessary materials for executing the purpose of Subject of Agreement, risks connected with Subject of Agreement execution, possible threats and other circumstances, which may affect the rights and obligations resulting from the Agreement and has considered such information as

sufficient for undertaking the works execution of Subject of Agreement in stated time and for the remuneration provided in this Agreement.

7. Quantities are measured approved and paid as per agreed method of measurements of the Main Contract. The Subcontractor shall receive payment not for the actual quantities executed but only for the quantities approved and paid by the Client to the Contractor under the Main Contract.
8. On the back to back principle the Subcontractor accepts to pay the General cost incurred by the Contractor in relation to assembly of the Steel Structure: Surveying based on invoices issued for Surveying. This participation will be valid only during the assembly execution time. The Contractor shall charge the Subcontractor's cost at a rate of 360kn/hour for a group of two surveyors including all of their cost. All the working hours shall be agreed in writing between the Parties. The Parties agree the Subcontractor is entitled to hire its own Surveyors subject to previous written notice to the Subcontractor , at least ten days prior to start of the assembly works on site
9. The Subcontractor is fully aware of the implications of the current coronavirus pandemic and the relevant changes on the freedom of movement of goods and people and he also accepts that maybe shortages of imported goods in the coming months. All the above implications have been considered in his offer unit price and time of completion if they last for a period of not more than six months. If the present implications continue for a period of more than six months and there is a cost impact and time implications to the execution of the subcontract ,then the principle back to back applies based on the relevant claim from the Contractor to the Client.

§15

TERMS OF PAYMENT

1. Final payment will be based on the unit price specified in above article 14. 1 to the Agreement and confirmed in writing quantities of the executed works.

2. The Parties agree to sign a report on the execution of works under the Agreement, in which the amount will be specified, scope and quality of the executed works and it will be agreed whether any mutual claims are raised.
3. The Subcontractor declares that is a VAT taxpayer and is authorized to issue VAT invoices.
4. The Contractor declares that is VAT registered and is authorized to receive VAT invoices.
5. Interim Payments for the assembly works will be settled at the end of each calendar month in which the works were executed, and will cover all scope of works executed in the given month, exactly at the same way the Contractor shall receive the monthly Interim Payments from the Client under the Main Contract. Therefore the principle back to back fully applies in relation to payments especially since the Subcontractor is confirmed under the Main Contract as Nominated Subcontractor and he is going to receive payments directly from the Client. In relation to the agreed by the Client payments under letter dated 02.06.2020 (Attachment no10), for 40% of the total amount for steel structure of Ston Bridge stated in the Main Contract between Client and Contractor, for purchase of material and fabrication of the bridge elements in the workshop of the Subcontractor in Split , the Parties agree that the monthly approved amount of payments under this category shall be received in full by the Subcontractor following only the 10% reduction by the Client for retention. In the first invoice to be issued by the Subcontractor during the assembly period , the deduction of the additional amount (difference between forty percent of the main contract and forty percent under this subcontract agreement) received by the Subcontractor under the above payment arrangement shall be compensated to the Contractor. Regarding the payments of the Client, referred to under the letter dated 02.06.2020. (Attachment no10), the Contractor hereby assigns to the Subcontractor the claim towards the Client which relates to the difference between forty percent of the Main Contract and forty percent under this Agreement. The Contractor is obliged to notify the Client of this assignment simultaneously when issuing the invoice towards the Client.
6. The Interim Payment Certificate for the Subcontractor will be issued by the Contractor only after the prior approval of the quantities of works, executed by the

Subcontractor by representative of the Client's Supervision –in the form of the interim payment certificate issued under the Main Contract by the Supervision for the Contractor for the works executed by the Subcontractor.

7. Invoice shall be issued by Subcontractor based on Interim Payment Certificate issued by Contractor. Payment for the invoices will be settled directly by the Client since the Subcontractor is going to be approved as Nominated Subcontractor.
8. Invoices issued by the Subcontractor will be paid in the form of transfer by the Client to the Subcontractor's bank account indicated in the invoices.
9. The Subcontractor cannot transfer the receivables he is entitled to from the Contractor onto third parties without a written agreement of the Contractor except for assignment of receivables in form of the remuneration due to the Subcontractor on the basis of this Agreement onto the Bank financing execution of this Agreement by the Subcontractor.
10. Contractor has the right to retain payment for the executed faulty works or incomplete until the defects are removed and the works are taken-over against protocol without objections, under stipulation of sections 1-10 of this paragraph.
11. For payment for materials and devices bought by Subcontractor, then it shall be follow the same method of payment directly by the Client. If VAT needs to be applied on those invoices and not paid by the Client, it shall be paid to the Subcontractor by the Contractor after 60 days from the issue of the invoice.
12. After unconditional Final Acceptance of Subject of Agreement conducted according to this Agreement, the Subcontractor is entitled to issue a final invoice including the decisions of Final Acceptance Report.
13. One month before taking over of the Subcontractor's Works, the Contractor is obliged to provide the Subcontractor with an irrevocable, unconditional, and payable on the first written demand Bank Guarantee for the retention amount for the period between the 70 days after the date of issuance of Final Acceptance Report of the Subcontract works and the date the retention is paid by the Client under the Main Contract.

§16

TERMINATION OF AGREEMENT

1. The Contractor has the right to terminate the Agreement as a whole or in the non-executed part, beside the cases mentioned in Civil Code, when:

- a) The Subcontractor is executing the Subject of Agreement in a faulty way or contradictory with the Agreement's stipulations. Termination of Agreement shall be preceded with ineffective reasonable deadline passing appointed by the Contractor in writing to the Subcontractor, concerning the change of Agreement execution; Prior the termination of Agreement the Contractor has to issued written notice to the Subcontractor stating what is faulty behaviour with the Subcontractor's activity.
- b) The Client has withdrawn from convenience the Agreement between the Client and Contractor in which event the Subcontractor's rights shall be governed applying the back to back principle based on the relevant claim from the Contractor to the Client;
- c) The Subcontractor has suffered a 30 day-long delay in commencement or execution of the Subject of Agreement in relation to the deadlines specified in the Agreement;
- d) Bankruptcy proceedings were initiated or liquidation of the Subcontractor's company or the property of Subcontractor will be under seizure;
- e) Construction works will be suspended by virtue of a final administrative decision of competent authority or under the legally-valid sentence of the court for the period exceeding 60 days;
- f) In case the Contractor has withdrawn from the Main Contract with the Client due to the reasons which the Contractor is not responsible for.
- g) In case the Main Contract is terminated due to the reasons for which the Contractor is responsible for, the Contractor shall pay all executed works and services which may occur to the Subcontractor until the termination date

2. The Subcontractor has the right, apart from the cases mentioned in Civil Code, to terminate the contract in whole or in the non-executed part, if:

- a. The Contractor has received the relevant payment from the Client and without reason has delay the remuneration payment to the Subcontractor for at least 30

days and has not proceeded with a payment after the agreed additional deadline by the Parties, not shorter than 45 days.

- b. Proceedings have been initiated in the matter of bankruptcy or liquidation of the Contractor's company:
3. When terminating the Agreement, the Subcontractor and the Contractor become entitled to settle all payments, including payments for invoices issued on the basis of interim payment certificates issued acc. to §15 section 8, taking into account the Contractor's right to settle conventional penalties, of which in § 22 of the Agreement. Furthermore the Contractor is obliged to pay for all materials purchased by the Subcontractor.
 4. In the case of termination of the Agreement, the parties will prepare, within 5 working days from the termination, a stocktaking report of works executed but not settled financially, including the devices and fittings on site which is to be used for the Subject of the Agreement. The stock-taking report will constitute the basis for the final settlement of the works. In this case the provisions of §15 section 2 applies.
 5. Each party may use the right to terminate the agreement, as defined in this paragraph, within 60 day after the day the Party was informed about the circumstance which is the reason for the termination.
 6. The Subcontractor is entitled to be remunerated following back-to-back principle raised from the Main Contract if the Contractor is for the all cost, damages and lost profit compensated from the Client.

§17

REPLACEMENT EXECUTION

In the case mentioned in §16 item 2, first sentence, and in the case where the Subcontractor does not commence the removal of the defects indicated in the taking-over report within the determined deadline and within the warranty and guarantee period, after 4 weeks from the date determined by the Contractor for the removal of the defects or faults, the Contractor will accept a third Party appointed by the Subcontractor to do the repairs on his behalf and only if the Subcontractor is not responding to his contractual obligation, the Contractor shall be entitled to order removal of defects and

faults to another company at the Subcontractor's cost and risk, reserving the right to retain the Performance Bond and/or guarantee amount furnished by the Subcontractor referred to in §18 A) and §18 B) of this Agreement. The replacement execution may involve the execution of these activities by the Contractor with the application of the above provisions.

§18

GUARANTEES:

A) PERFORMANCE BOND

1. In order to avoid any possible claims from the Contractor due to failure to execute or due to improper realization of the Subject of the Agreement, the Subcontractor will provide within 30 working days after signing the Agreement, an unconditional, irrevocable, and paid on first demand guarantee issued by insurance company or Promissory note (hereinafter referred to as "Performance Bond") accepted by the Contractor, for the amount of 10 % of net contractual remuneration stated in §14 section 1 of the Agreement, with expiry date 15.08.2022
2. In case of extension of Time for Completion of Works which includes the Subject of Agreement, the Subcontractor will be obliged to obtain prolongation of the Performance Bond for the extended time for completion and to submit such an extended Performance Bond to the Contractor within 20 working days from the day the extension annex is signed (or earlier but before the expiry date of the existing assurance). This will be applied in case the Subject of the Agreement is extended with additional works, specified in §3 of this Agreement. In such a situation it will be necessary to increase the amount of the Performance Bond so that it will cover 10% net of the value of additional remuneration for the extra works by which the Subcontractor's contractual remuneration has been increased. The extended Performance Bond shall be submitted within 20 days after the signing a relevant Annex for the extension of the Subject of Agreement with additional works.

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3. The Performance Bond will be returned to Subcontractor (if previously the Contractor has not satisfied his claims from it within **70 days** after Client's Final Partial Acceptance of the Subject of the Agreement from the Contractor with previous removal of defects found during the handing-over procedure.
4. The Contractor may use the Performance Bond if the Subcontractor infringes the Agreement conditions and was informed by Contractor about the above.
5. In case when the Subcontractor has failed to submit Performance Bond compliant with Agreement's conditions (or the Performance Bond has not been submitted timely in order to replace the expired Bond), the Contractor has the right to deduct from the remuneration due to the Subcontractor and retain from each payment 10% as a deposit for securing claims under this Agreement.

B) QUALITY GUARANTEE

6. Quality Guarantee issued by insurance company or Promissory note (hereinafter referred to as "Quality Guarantee") accepted by the Contractor, in the amount of 10 % of the Agreement's remuneration net value shall be issued and submitted to the Contractor before the expiry of the Performance Bond. The Quality Guarantee will expire within 30 days after expiry of Warrantee Period stated in § 19 of this Agreement and removal of defects found in this ten years Warrantee Period.
7. Article 11.12 of the Main Contract Special Conditions applies on the principle back to back and the Subcontractor has the same liabilities as the Contractor in the Main Contract.

C) RETENTION MONEY/SECURITY:

As per Main Contract since the payment of the Subcontractor is going to be direct from the Client.

§19

GUARANTEE AND WARRANTY PERIODS

1. The Subcontractor shall grant a guarantee and warranty for the executed Subject of Agreement, including materials applied.

The guarantee and warranty period commence on the day of signing the Taking Over Certificate for the subject of the Agreement and expire after the lapse of 120 months which shall be counted from the date indicated by the Client in the Project's Taking-over Certificate as the date of commencement of the Warranty period for the Project (or if works covered by this Agreement will be included by the Client in Taking-over Certificate including only part of the Project –from the date of commencement of the guarantee, as per the Contract, for this part of the Project), in every case - up to expiry of the Warrantee period resulting from the Contract for specific works.

2. The Subcontractor is, within ten years from the date of issuance of the Takeover Certificate, liable for essential building requirements pursuant to Article 633 of the Mandatory Relationship Act (Official Gazette no. 35/2005, 41/2008, 125/2011 and 78/2015) or basic building requirements pursuant to Articles 7 to 16 of the Construction Act (Official Gazette no. 153/2013 and 20/2017).

§20

CONDITIONS OF WARRANTY

1. In the warranty period after successfully take-over the Subcontractor is obliged to remove any detected faults and damages, free of charge, resulting from improper performance of works, exchange or repair of faulty materials into free from defect except in the cases when the damages has been caused by improperly usage or damages due to the fault of the Contractor or third parties. The Contractor will be entitled to claim from Subcontractor a removal of defects, unless the damages have arisen from reasons, for which the Subcontractor is not responsible. The Contractor will notify the Subcontractor about the defects in writing and simultaneously he will set the deadline for their repair. Notification may also be submitted via e-mail, and then confirmed with the letter sent to the Subcontractor's head office. The Subcontractor will submitted to the Contractor Manual for proper maintenance of the Steel Construction as a Subject of this



Agreement.

2. The Subcontractor within the time limit specified by the Contractor period, mentioned in section 1, which allows the technical execution of repairs, will remove at his cost the defects occurred in the Subject of the Agreement in the guarantee period which are covered by the guarantee, and any damages being a typical after-effects of defects or will deliver parts free of fault. Faults removal shall be approved with a written report issued by the Client and/or the Engineer. Above activities shall be undertaken by the Subcontractor with the use of relevant professional employees or experts.
3. Any costs connected with guarantee repairs are to be borne by the Subcontractor, including possible replacement of damaged things, their transport to the place of the repair under guarantee, expert opinions as well as delivery of the part to the place where the defect has been found and assembly of such parts or repaired parts being free from faults.
4. In case of non-fulfilment by the Subcontractor of the obligations resulting from this paragraph of the Agreement, the Contractor after previous written notification of Subcontractor, may remove the faults by himself or order their repair to the company chosen by the Contractor. The Contractor may refund the costs arisen relation to the above using securities in accordance with §18 of the Agreement. Bearing of the above-costs of defects removal or delivery of items free from the defect does not exclude the Contractor's right to calculate the penalties stated in the Agreement. The Subcontractor bears responsibility for inflicted documented damages due to occurrence of defects in the Subject of Agreement because of the reasons for which the Subcontractor is responsible.
5. For the matters not regulated in this Agreement in respect of the rights to guarantee and warranty, Civil Code regulations shall apply.
- 6 The Subcontractor grants warranty for the execution of the Subject of the Agreement, including assembly and materials used, for the period of time indicated in §19 hereof.

- 7 The Subcontractor assures the Contractor that the materials will be supplied to the Contractor free of physical and legal faults, and in the quantity and quality and other parameters (including packaging) defined by this Agreement. The Subcontractor is responsible for all the damages which may result for the Contractor from the delivery of faulty and/or non-compliant with the Agreement provisions.
- 8 The Subcontractor ensures the Contractor that the executed works are free of physical defects, are executed with the best technical knowledge and conform with the provisions of this Agreement. The Subcontractor is responsible for all the damages which may result for the Contractor from the delivery of faulty execution of the Subject of Agreement and/or non-compliant with the Agreement provisions.
- 9 The Subcontractor is obliged to notify the Contractor in writing about the identified possibility that faults could occur to materials, the documents of materials and/or works submitted by the Contractor or because the Subject of Agreement was executed according to the guidelines of the Contractor.

Should the Subcontractor fail to inform the Contractor about the risk of the faults, the Subcontractor cannot be exempted from the liability because of the guarantee or warranty for the Faults of Materials arising from the production of materials according to the design solutions submitted by the Contractor or closely according to the guidelines of the Contractor. The Subcontractor will be exempted from such responsibility if he informs the Contractor about the risk of faults and the Contractor, in spite of the fact that the Subcontractor pointed out the risk of faults, insists on his production method or technological documentation.

- 10 The Defects and their removal shall be confirmed by a report.
- 11 In case, during taking over or within warranty period, removable effects are identified, by the Client and/or the Engineer, the Contractor may demand,:
- a) request removal of faults by the Subcontractor within a time determined by the Contractor, however no later than within 14 days,
 - b) lower remuneration of the Subcontractor for the subject of agreement correspondingly to the lost utility, aesthetic and technical value, by the Client and/or the Engineer, if Subcontractor refuses to perform removal of faults or does not perform removal of faults in the time set under point (a).

If this period of time set by the Contractor for the removal of defects by the Subcontractor passes ineffectively, the Contractor is entitled to remove the faults at the Subcontractor's cost and risk keeping his rights to the stipulated penalties and complementary compensation. For any damage to the works by an improper repair by a third Party, the Subcontractor is exculpated from responsibility of the damage area.

- 12 In case where during the taking over or warranty period, irremovable effects are identified, by the Client, the Contractor may demand, of his choice:
 - a) The execution of the Subject of Agreement once again at the cost of the Subcontractor, is preserving the rights to request the Subcontractor to repair the damage arising from the delay.
 - b) Lower the remuneration for the Subcontractor proportionally to the relation between the value of the faultless structure and the structure with faults, in the case in which such a solution is accepted by the Engineer under the Main Contract.
- 13 The Subcontractor cannot refuse to remove the faults irrespective of the height of the related costs. Should the cost of removal of defects be incommensurate with the effects achieved as a result of the removal of defects, the faults are considered to be irremovable. In such a case provisions of §17 of the Agreement apply.
- 14 In case of disputes, the Contractor shall notify the Subcontractor in writing before 5 working days from the planned date of inspection about a date and place of inspection which should clarify the dispute. The Subcontractor's failure to attend, on the date and place set by the Contractor, will be equal to acknowledgement by the Subcontractor of the defects notified by the Contractor.
- 15 If, due to defects it is necessary to execute works not included within the scope of this Agreement the Contractor will be charged with the cost of the works.

§21 INTENTIONALLY OMITTED

§22

STIPULATED PENALTIES

1. The Subcontractor assumes obligation to pay to the Contractor stipulated penalties in the following cases:

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- a) When the Contractor withdraws from the Agreement for reasons, for which the Subcontractor is responsible –in the amount of 10% of the difference between the agreed net value of remuneration defined in §14 section 1 of the Agreement and the remuneration due to Subcontractor for works executed until the date of the withdrawal from the Agreement;
 - b) Delays to the date for completion of works defined in the Agreement, for which the responsibility is borne by the Subcontractor in the amount of 0,01% of the Agreement's total net remuneration defined in §14 section 1 of Agreement for each day of delay but limited up to maximum of 10% of the total net Agreement's remuneration defined in §14 section 1 of the Agreement;;
 - c) Delays to the date of defects removal found at Acceptance of the Project in the amount of 0,01% of the total net Agreement's remuneration defined in §14 section 1 of the Agreement for each day of delay, counting from the day appointed for defects removal but limited up to maximum of 5 % of the total net Agreement's remuneration defined in §14 section 1 of the Agreement.
2. In the event of delays in the performance of Contractor's and other participants responsibilities on the Project or their inability to perform such responsibilities upon which Subcontractor's performance of its obligations is dependent, Subcontractor shall not be liable for its failure to comply with its obligations under this Agreement caused by such Contractor's or other participants failure and shall not be under obligation to pay any contractual penalties. Furthermore, Subcontractor will have additional time period to perform (and be excused from performing according to any previously agreed schedule) its effected obligations, which period will be the length of time as reasonably necessary to account for the impact of the delay on Subcontractor's performance (including but not limited to time necessary for finding and organizing new transportation of his materials and equipment to the Site what depends on the available capacity of selected carrier).
3. The Subcontractor's liability for damages shall be limited up to the total net Agreement's remuneration define in §14 section 1 of the Agreement

FINAL PROVISIONS

- 1. The Parties agree on the following correspondence addresses (including for submission of VAT invoices for the executed works):**

For the Contractor:

The Contractor's Office in: Putnikovic,,Ston

For the Subcontractor:

Put Supavla 21, Split

The Contractor stipulates that the correspondence directed to other address than the Site Office address may cause delays for which the Contractor will not be responsible.

- 2. The Contractor's representative for the execution of this Agreement and performing acceptances/takings-over of works is Mr Charalampos Grigoriadis**
The Subcontractor shall afterwards notify the Contractor in writing about the representative of the Subcontractor in charge for the execution of this Agreement and for the acceptances/takings-over of works
- 3. The language binding for correspondence is Croatian**
- 4. For matters not regulated by this Agreement, regulations of the Civil Code and the Construction Law shall apply.**
- 5. Changes and supplements to the Agreement require written form signed by both Parties, otherwise null and void.**
- 6. All disputes resulting from this Agreement are subject to the Croatian Law and will be treated by the court appropriate for the place and jurisdiction in Zagreb.**
- 7. The Parties confirm that according to the Main Contract conclusion of this Agreement requires its reporting to the Client. The Agreement enters in force under the suspensory condition of the Client's consent (or lack of his raising any objections within the contractual period of time) for the conclusion of the Agreement by the Contractor with the Subcontractor.**
- 8. The Subcontractor will not transfer any rights and obligations resulting from Agreement and will not order partial or whole Agreement Subject execution to other subcontractor without previous agreement from the Contractor unless Sub-contractors subcontracts its affiliates.**

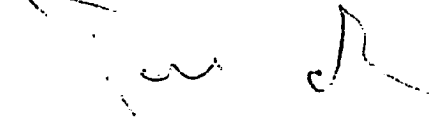
9. The Subcontractor cannot perform the assignment of rights resulting from Agreement without previous consent of the Contractor in writing.
10. The Agreement has been drawn in two counterparts, one for each Party.

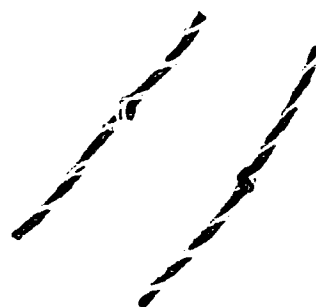
CONTRACTOR

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AVAX S.A. - Podružnica Zagreb
Zagreb, Trg Petra Preradovića 3

SUBCONTRACTOR

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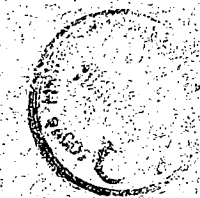


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LUKA MRKIC
Zrinski Frankopanska 38 c. Zadar
OIB: 5005904839

ZA PREDSEDASNI
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AR

ODVJETNIK
LUKA MRKIĆ
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FINANCIJSKA AGENCIJA
REGIONALNI CENTAR SPLIT - 3
(neposredno, postom (obično - preporučeno))

primljeno: 13.05.2012. prihvatio: [signature]

FINA

RC Split

Matrućaninovo šetalište

24b

21 000 Split