PRE-PURCHASE AGREEMENT
PREDUGOVOR

1) **Buyer**/Kupac: **Allesandro Fiori**
Address/adresa: Via Leopardi 8 – Maranello, 41053 Italy
Passport no/broj putovnice: YB4668417
Date of birth/datum rođenja: 04.01.1968.
Italian citizenship/Talijansko državljanstvo
(hereinafter "the Buyer") on one side/ (U daljnjem tekstu "Kupac") na jednoj strani

AND/ I

2) **Seller/** Prodavatelj: Fabijan Roić

Address/adresa: Papandopulova 20, 21000, Split, Republic of Croatia

OIB: 83609817462

(hereinafter "the Seller")/ (U daljnjem tekstu: "Prodavatelj")

together on the other side/ s druge strane, zajedno su

Have on this _5__ day of ___September__, 2024 stipulated the following/ Dana __05.rujna_, 2024 utvrdili sljedeće:

1./ With this pre-purchase agreement, the Parties confirm that they shall, upon fulfilment of the conditions and within the period stated herein enter into the sales-purchase agreement pursuant to which the Seller shall sell and the Buyer shall buy the vessel with the following characteristics (hereinafter "the Vessel")/ Ovim predugovorom, stranke potvrđuju da će, nakon ispunjenja uvjeta i u ovdje utvrđenom roku sklopiti kupoprodajni ugovor na temelju kojeg će prodavatelj prodati, a će kupac kupiti plovilo slijedećih karakteristika (u daljnjem tekstu "plovilo"):

Name of the vessel/ Ime plovila:	CRAZY
Model of the vessel/ Model plovila:	AKILARIA RC2
Year of manufacture/ Godina proizvodnje:	2011
Length of the vessel/ Dužina plovila:	12.19 m
Beam of the vessel/ Širina plovila:	4.50 m
Number of the hull/ Broj trupa:	110
Flag/Registration/ Zastava/Registracija:	AUT
Port of registry/ Luka upisa:	
Type of the motor/ Tip motora:	Nani Diesel
Power of the motor/ Snaga motora:	27 KW

Buyers initials/ inicijali kupca

Sellers initials/inicijali prodavatelja

Inventory: together with all materials, equipment, gear and/or devices listed in an inventory attached hereto as Addendum A./ Inventar: zajedno sa svim materijalima, opremom i / ili uređajima navedenim u inventaru, ovdje priložen kao addendum A.

The Parties shall enter into the sales-purchase agreement by 19th November 2024 at the latest./ Stranke će sklopiti kupoprodajni ugovor najkasnije do 19. studenog 2024.g.

2. Price and Down payment/ Cijena i kapara

(a) The agreed total price is 159.000 € (one hundred fiftynine thousand Euro) (EU VAT payed). The stated price is defined as final and unchangeable and neither party has the right to invoke any circumstances to put a different price in the sales contract / Ukupna kupoprodajna cijena je 159.000,00 € (stopedestdevettisuća Eura), (PDV plaćen). Navedena cijena se definira kao konačna i nepromjenjiva i niti jedna stranka nema pravo pozivati se na bilo koje okolnosti da stavi drukčiju cijenu u kupoprodajnom ugovoru.

(b) The Buyer shall pay a down payment of 10.000 € (ten thousand Euro) with wire transfer (which will be included in the final purchase price mentioned above). Seller will have 2 weeks to accept or to decline the offer. If the offer is declined the Seller will swift back the deposit to the Buyer. If the offer is accepted the Buyer shall, upon acceptance, pay another 10.000 € (ten thousand Euro) with wire transfer as added deposit and the Seller will keep the total amount of deposit as a downpayment on the total amount of the sale price of 159.000 €. Downpaymnet shall be wired to the following bank account: / Kupac će uplatiti kaparu u iznosu od 10.000 € (deset tisuća Eura) bankovnim putem (što će biti uračunato u iznad spomenutu konačnu kupoprodajnu cijenu cijenu). Prodavatelj ima rok od 2 tjedna da odbije ili prihvati ponudu. U slučaju da Prodavatelj ponudu odbije vratiti će kaparu Kupcu. Ako Prodavatelj prihvati ponudu, Kupac će po prihvatu ponude uplatiti još 10.000 € kao dodatak kapari, a što će se također uračunati u konačnu kupoprodajnu cijenu od 159.000 €. Kapara će biti uplaćena na sljedeći bankovni račun:

Account holder/ Nositelj računa: Maja Mimica

Address/ Adresa: Papandopulova 20

Bank/ Banka and bank address: Privredna Banka Zagreb d.d., Radnička cesta 50, 10 000 Zagreb

S.W.I.F.T: PBZGHR2X

IBAN: HR6523400093219026121

This payments are part of the purchase price. With the stated payment to the above account, the Buyer has fulfilled his obligation on this basis (downpayment) and it is considered that he has fulfilled his financial obligation to the owner on this basis. Also, the owner waives the right to claim anything from the Buyer on this basis./ Ove uplate dio su kupoprodajne cijene.Sa navedenim uplatama na iznad navedeni račun Kupac je ispunio svoju obvezu s ovog osnova (depozit) i to se smatra da je ispunio svoju financijsku obvezu prema vlasniku s tog osnova. Vlasnik se odriče prava išta zahtijevati od Kupca s ovog osnova.

Buyers initials/ inicijali kupca

Seller's initials/inicjali prodavatelja

As soon as the offer is accepted and downpayment payed Buyer will have until November 10th 2024 exclusivity on the Vessel to perform:/ kada se ponuda prihvati I depozit uplati, Kupac ima ekskluzivni rok do 10. studenog 2024. za testiranje performansi plovila, I to:

- **complete inspection will be done with the boat out of the water including all the sails/equipment/stuff included in the inventory list,**/inspekcija broad na suhom, uključujući provjeru jedrilja, opreme I drugih stvari sa liste,
- **cost of the inspection will be obligation of the Buyer,**/trošak inspekcije plaća Kupac
- **the Vessel must be inspected on land and on the water and tested in sailing conditions**,/Plovilo će biti provjereno I testirano u moru I na suhom,
- **cost of lifting the vessel in/out the water (depending is Vessel water/land berthed) will be obligation of the Buyer**, trošak dizalice u svakom smjeru će platiti Kupac,
- **in case that during the inspection or during test in the water will arise structural defects or defects in the electrical/electronical/engine parts, that will exceed the 20% of the value of the boat (the offer) the Buyer will have the right to revise economical offer or to stop the deal and in this case the inspection and lifts costs shall be obligation of the Seller**./u slučaju da se tokom inspekcije plovila pokažu nepravilnosti I strukturalna oštećenja ili oštećenje elektronike/motora/dijelova motora, a da ta oštećenja dostižu 20% cijene Plovila (po ponudi) Kupacima pravo odustati ili dati drugu ponudu, te u ovom slučaju trošak dizalice je Prodavateljeva obveza.

In case the Parties fail to enter into the sales-purchase agreement within the deadline indicated in this Agreement the down payment shall/ U slučaju da stranke neće uspjeti ući u kupoprodajni ugovor unutar navedenog roka u ovom predugovoru kapara:

a) **Not be returned to the Buyer if the Buyer refuses or fails to enter into the sales-purchase agreement even though all the conditions stipulated herein have been satisfied within the contracted deadlines/** se neće vratiti kupcu ako kupac odbije sklopiti kupoprodajni ugovor iako su svi uvjeti koji su ovdje navedeni zadovoljeni unutar ugovorenih rokova;

b) **Be returned to the Buyer if the conditions are not satisfied by the contracted deadlines for reasons beyond the Seller's control (such as, for example, the Vessel gets damaged or deteriorates for Force Majeur causes. The determination of the damage to the vessel is left to the discretion of the buyer (and / or an expert in the field of his choice) and the buyer's statement on this circumstance will be relevant for the application of this provision. The buyer cannot invoke damages if they are of a minor nature.** / bit će vraćena kupcu ako uvjeti nisu zadovoljeni ugovorenih rokova zbog razloga koji su izvan kontrole Prodavatelja (kao što su, na primjer, plovilo

su, na primjer, plovilo je oštećeno ili mu je stanje pogoršano zbog više sile). Utvrđenje oštećenja plovila ostavljeno je na prosudbu kupcu (i/ili vještaku u tom polju kojeg isti izabere) i kupčeva izjava na tu okolnost biti će mjerodavna za primjenu ove odredbe. Kupac se ne može pozivati na oštećenja ako su ona manje naravi.

c) **Be returned to the Buyer if the Seller refuses or fails to enter into the sales-purchase agreement even though all the conditions stipulated herein have been satisfied within the contracted deadlines OR the conditions are not satisfied by causes attributable to the Seller's negligence or fault/** će biti vraćena kupcu ako Prodavatelj odbije sklopiti kupoprodajni ugovor, iako su svi uvjeti koji su ovdje navedeni zadovoljeni unutar ugovorenih rokova ili uvjeti nisu zadovoljeni uzrocima koji se mogu pripisati nemaru ili krivici Prodavatelja.

(c) The buyer is obliged to pay the remaining part of the purchase price of 139.000 € (VATpayed), to the seller according to the dynamics and method of payment in such a way that all 139.000 € will be paid into the account of Maja Mimica, address: Papandopulova 20, 21000 Split, IBAN account: HR6523400093219026121, bank: Privredna banka Zagreb d.d. BIC / SWIFT: PBZGHR2X, all until the agreed date of closing sales-purchase agreement. / Kupac je dužan platiti preostali dio kupoprodajne cijene od 139.000 €, PDV uključen, prodavatelju i to prema dinamici i načinu plaćanja na način da će cjelokupan iznos od 139.000 € uplatiti na račun Maje Mimica, Papandopulova 20, 21 000 Split, IBAN: HR6523400093219026121, banka: Privredna Banka Zagreb d.d., BIC/SWIFT: PBZGHR2X i to do dogovorenog datuma sklapanja kupoprodajnog ugovora.

Buyers initials/ inicijali kupca

Sellers initials/inicjali prodavatelja

3. **Closing/** Završetak

Closing shall take place not later than 15th December 2024./ Završetak će biti najkasnije 15. Prosinca 2024.godine.

4. **Additional provisions/** Dodatne odredbe

(a) The Seller has the responsibility to maintain the Vessel and repair any damages or defects that may occur until takeover. Also, the risk of loss, damage and defects to the Vessel, between time of price payment and time of takover, shall be assumed solely by the Seller./. Prodavatelj ima odgovornost za održavanje plovila i popravaka bilo kakve štete ili nedostataka do trenutka predaje u posjed kupcu. Također, rizik od gubitka i oštećenja plovila, između vremena plaćanja cijene i vremena dok se brod ne preda u posjed kupcu, snosi isključivo prodavatelj.

(b) The Seller shall provide the opportunity for the Buyer to inspect the Vessel or have it surveyed by a professional surveyor and in case of any serious damage or defect should be found that have not been professionally repaired and that affect the seaworthiness of the Vessel, the Buyer shall have the right to further negotiate the purchase or withdraw from the purchase and receive back the down payment as specified in detail in section 2b herein. Any cost related to the survey of the Vessel shall be paid by the Buyer. The Vessel and all equipment and systems shall be delivered to the Buyer in working condition. / Prodavatelj će pružiti priliku Kupcu ili vještaku da pregleda plovilo. U slučaju bilo kakve ozbiljne štete ili kvara koji nisu profesionalno popravljeni i koji utječu na plovnost plovila, Kupac ima pravo dalje pregovarati o kupnji ili odustati od kupnje i dobiti natrag kaparu kao što je navedeno u članku 2b. Troškovi vještaka i bilo koji troškovi vezani uz vještačenje plovila će biti plaćeni od strane Kupca. Plovilo i sva oprema i sustavi će se predati kupcu u ispravnom stanju.

(c) Physical delivery of and possession of the Vessel shall be given to Buyer at the time of Closing, in Croatia together with all items that are included in the Vessel inventory set forth in Addendum A. The Seller is responsible to deliver the documentation specified in Addendum B upon the receipt of the full purchase price. The Seller is responsible to apply for the deletion of the Austrian flag within 5 working days upon the receipt of the full purchase price. / Fizička isporuka i posjedovanje Plovila će se dati Kupcu u vrijeme završetka i nakon primitka cijelokupne cijene, zajedno sa svim stavkama koje su uključene u inventar i prikazane u Addendum A. Plovilo i sva oprema i sustavi će se predati kupcu u ispravnom stanju. Prodavatelj je odgovoran dostaviti dokumentaciju navedenu u Addendum B nakon primitka cijelokupne kupoprodajne cijene. Prodavatelj je obvezan predati zahtjev za izbris sadašnje zastave u roku od 5 radnih dana od dana primitka cjelokupne kupoprodajne cijene.

(d) It is further agreed that the marina is paid by the Seller till Closing date/ Troškovi marine će biti plaćeni od strane Prodavatelja do datuma završetka.

Buyers initials/ inicijali kupca

Sellers initials/ inicijali prodavatelja

(e) Risk of loss, damage and defects to the Vessel, between now and the time of Closing, shall be assumed solely by the Seller./ Rizik od gubitka, oštećenja i kvarova na plovilu, od sada pa do vremena završetka ugovora, na sebe preuzima isključivo Prodavatelj.

(f) Any disagreement concerning any matter stipulated within this contract regarding the Vessel, material and the content of this pre-purchase agreement shall be submitted to the Croatian court in Split. Croatian law shall apply./ Svaki nesporazum u vezi bilo kojih pitanja propisanih u ovom ugovoru u pogledu plovila, materijala i sadržaja ovog predugovora podnosi se Hrvatskom sudu u Splitu. Hrvatski zakon se primjenjuje.

(g) The Seller confirms that at the time of signing of this agreement and at the time of Closing there shall be neither outstanding payment nor third parties will be owed any monies affecting the Vessel or its title nor the Vessel shall be unencumbered. The Seller shall deliver ownership of the Vessel unconditionally, unencumbered by mortgages, any claims or by entries in the register of mortgages and free of any debt and/or obligations of any nature not later than by 15th December 2024. The legal transfer of ownership shall take place immediately after receipt of the full purchase price./ Prodavatelj potvrđuje da u vrijeme potpisivanja ovog predugovora te u vrijeme završetka neće biti izvanrednih plaćanja niti treće strane, da ne duguje nikakav novac koji utječe na plovilo ili njegovo vlasništvo, a plovilo će biti neopterećeno. Prodavatelj je dužan dostaviti vlasništvo plovila bezuvjetno, neopterećeno hipotekama, bilo kakvim potraživanjima ili upisima u registar hipoteke i bez ikakvog duga i / ili obaveza bilo koje prirode najkasnije do 15. prosinca, 2024. Pravni prijenos vlasništva će se održati odmah nakon primitka cjelokupne kupoprodajne cijene.

(g.1) Seller under material and criminal liability represents and warrants to Buyer that the boat which is subject of this Agreement, shall not have registered and / or unregistered rights and / or charges in favor of third parties, which can, after the conclusion of Purchase and Sales agreement in any way burdened or reduced ownership rights of the Buyer, as well as things related to it will not lead to any judicial, administrative and / or other procedure, otherwise the seller is liable for all damages if it is subsequently determined otherwise. Prodavatelj pod materijalnom i kaznenom odgovornošću odgovara i jamči Kupcu da brod koji je predmet ovog Ugovora, neće imati registrirana i / ili neregistrirana prava i / ili troškove u korist trećih strana, koji mogu, nakon zaključenja Kupoprodajnog ugovora na bilo koji način opteretiti ili smanjiti vlasnička prava kupca, kao i da stvari s time u vezi neće dovesti do bilo kakvog sudskog, upravnog i / ili drugog postupka, u suprotnom prodavatelj odgovara za svu štetu ako se naknadno utvrdi drugačije.

(h) The Seller shall provide reasonable assistance to the Buyer to the extent their assistance shall be needed for (de/re)registration of the Vessel or its export and shall provide the Buyer, without delay, with any documents that might be required from them in this process./ Prodavatelj će pružiti kupcu razumnu pomoć u mjeri u kojoj je njihova pomoć potrebna za (de)registraciju plovila ili njegov izvoz, ako je primjenjivo, te će kupcu bez odgode dostaviti sve dokumente koji bi mu mogli biti potrebni u ovom procesu.

Buyers initials/ inicijali kupca

Sellers initials/inicijali prodavatelja

(i) In case that any of the provisions of this agreement should be proclaimed void or in any other way invalid, all other provisions of this agreement and the agreement as a whole, shall remain in effect as a valid expression of the will of the Parties. The invalid provisions shall be replaced by a valid provision which will best reflect the original intent of the Parties./ U slučaju da bilo koja od

odredbi ovog predugovora se proglasi nevažećom ili na bilo koji drugi način poništenom, sve ostale odredbe ovog predugovora u cjelini ostaju na snazi kao valjani izraz volje stranki. Nevažeće odredbe zamjenjuju se valjanom odredbom koja će najbolje odražavati izvornu namjeru stranaka.

(j) This agreement constitutes the entire agreement between the parties, and supersedes all prior verbal or written agreements or representations between them, and further may only be modified or amended by a separate writing executed by each of them./ Ovaj predugovor čini cjelokupni ugovor između stranaka te zamjenjuje sve prethodne usmene ili pisane ugovore ili izjave između njih i nadalje se može modificirati ili izmijeniti i dopuniti samo pismenim putem obiju stranki.

(k)This agreement comes into force on the day when it shall be signed by the authorized representatives of all Parties./ Ovaj predugovor stupa na snagu na dan kada će biti potpisan od strane ovlaštenih predstavnika obiju stranki.

(l) The Seller agrees not to enter into any other agreement for the sale of the Vessel prior to the termination of this Agreement in accordance with its terms./ Prodavatelj se obvezuje da neće sklopiti drugi ugovor o prodaji plovila prije otkazivanja ovog predugovora u skladu s njegovim uvjetima.

(m) The Parties agree that this Agreement is made in the Croatian and the English languages. In case of a discrepancy, the English version shall prevail./ Ugovorne strane potvrđuju da je ovaj ugovor sačinjen na hrvatskom i engleskom jeziku te će se u slučaju spora oko tumačenja ugovora verzija na engleskom jeziku smatrati mjerodavnom.

Buyers initials/ inicijali kupca

Sellers initials/inicijali prodavatelja

ADDENDUM A / DODATAK A

SAFETY:

Bosun's chair, Distress signal kit, Fire extinguisher, First aid kit, Foghorn, Ocean Life raft, Radar reflector, , Stormy anchor, Thermal suit (and everithing requested In accordance with ISAF OSR CAT. 2)

NAVIGATION & ELECTRONICS:

B&G H3000 Full regatta

4 displays outside (2 x autopilot, 2 x gfd) ,2 analog displays for wind, TWA and AWA

Depthsounder, Log, speedometer, Wind indicator B&G

Autopilot, Inside gyroprocessor , acp 1 , rudder reference, B&G processor Compass, Autopilot remote control

GPS chart plotter – B&G, Mediterranean Electronic maps,

SIMRAD VHF radio station -, Computer With "Expedition " navigation SW

AIS, Inmarsat intenet and phone

General equipmènt:

2 compass, El. cable 220 V, Hand pump handler, Horseshoe buoy, Tank opener keys, Winch handles

Battery charger, Heating

SAILS:

1. New Dacron Mainsail
2. Jib Dacron
3. Mainsail Carbon
4. Jib carbon
5. A2 with „sock"
6. A6 with „sock"
7. Trinqueta
8. Stay Sail
9. Roll Code 0
10. Roll code T

Dated:__05.09_, 2024 Buyer/ Kupac

Dated:___05.09__, 2024 Seller/ Prodavatelj

ADDENDUM B / DODATAK B

List of documentation/ Lista dokumenata:

-Purchase and Sales agreement verified by a public notary by the Seller/ Kupoprodajni ugovor ovjeren od strane vlasnika i javnog bilježnika

-Bill of sale verified by a public notary by the Seller / Bill of sale ovjeren od strane vlasnika i javnog bilježnika

-any available certificates, old invoices, documentation that is available/Bilo koja dostupna dokumentacija, račune, certifikati plovila

- Prove of payment for VAT EU

-Fiscal invoice / Fiskalni račun

- Any document requested for the change of property or Deletion document from the Austrian registry/ Brisovnica izdana od strane Austria ~~hrvatskog~~ registra

Dated:__05.09_, 2024 __ _____ Buyer/ Kupac

Dated:___05.09__, 2024 _____ Seller/ Prodavatelj