

### Obrazac 3.

**FINANCIJSKA AGENCIJA**

OIB: 85821130368

**Financijska agencija**

**RC Split**

**Mažuranićev Šetalište 24b**

**21000 Split**

**FINANCIJSKA AGENCIJA  
RC SPLIT**

**14-06-2022**

**PREDSTEĆAJNE NAGODBE  
PRIMANJE I OTPREMA POŠTE  
KLASA 127-1/22-3C/52  
DRUGI BROJ 07-22-22-108**

Nadležni trgovački sud **Trgovački sud u Splitu**

Poslovni broj spisa – **St-273/2022**

### **PRIJAVA TRAŽBINE VJEROVNIKA U PREDSTEĆAJNOM 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 Supavlja 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 - **13.829.005,91 (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

09. lipnja 2022.

Potpis vjerovnika

ODVJETNIK  
**LUKA MRKIĆ**  
Zrinsko Franićeva 38 c, Zadar  
046 761 2550/4839

ODVJETNIČKI URED LUKA MRKIĆ

Z r i n s k a - 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

P U N O M O Ć

**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,

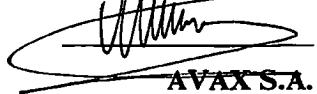
radi: zastupanja u predstevajnom postupku u predmetu pod poslovnim brojem St-273/22

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 dade u moje(naše) ime naslijednu 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.



Juncia platac: Tvrka ili skraćeno tvrka/naziv/ime i prezime: \_\_\_\_\_

do se radi raspade tržbine vjerovniku iz ove zadužnice zaplijene svi moji računi kod banka te da se novac s tih računa  
isklanjuje (čekom u povom sudzanim u ovoj zaduznici, isplaćuje vjerovniku).

Sjedište mjesto i adresu: \_\_\_\_\_

OIB: \_\_\_\_\_

**DAJE SUGLASNOST**

do se radi raspade tržbine vjerovniku iz ove zadužnice zaplijene svi moji računi kod banka te da se novac s tih računa  
isklanjuje (čekom u povom sudzanim u ovoj zaduznici, isplaćuje vjerovniku).

Mjesta i datum izdavanja: \_\_\_\_\_

Popis juncia platac:

Juncia platac: Tvrka ili skraćeno tvrka/naziv/ime i prezime: \_\_\_\_\_

Sjedište mjesto i adresu: \_\_\_\_\_

OIB: \_\_\_\_\_

**DAJE SUGLASNOST**

do se radi raspade tržbine vjerovniku iz ove zadužnice zaplijene svi moji računi kod banka te da se novac s tih računa  
isklanjuje (čekom u povom sudzanim u ovoj zaduznici, isplaćuje vjerovniku).

Mjesta i datum izdavanja: \_\_\_\_\_

Popis juncia platac:

Juncia platac: Tvrka ili skraćeno tvrka/naziv/ime i prezime: \_\_\_\_\_

Sjedište mjesto i adresu: \_\_\_\_\_

OIB: \_\_\_\_\_

**DAJE SUGLASNOST**

do se radi raspade tržbine vjerovniku iz ove zadužnice zaplijene svi moji računi kod banka te da se novac s tih računa  
isklanjuje (čekom u povom sudzanim u ovoj zaduznici, isplaćuje vjerovniku).

Mjesta i datum izdavanja: \_\_\_\_\_

Popis juncia platac:



# REPUBLIKA HRVATSKA

جامعة عجمان

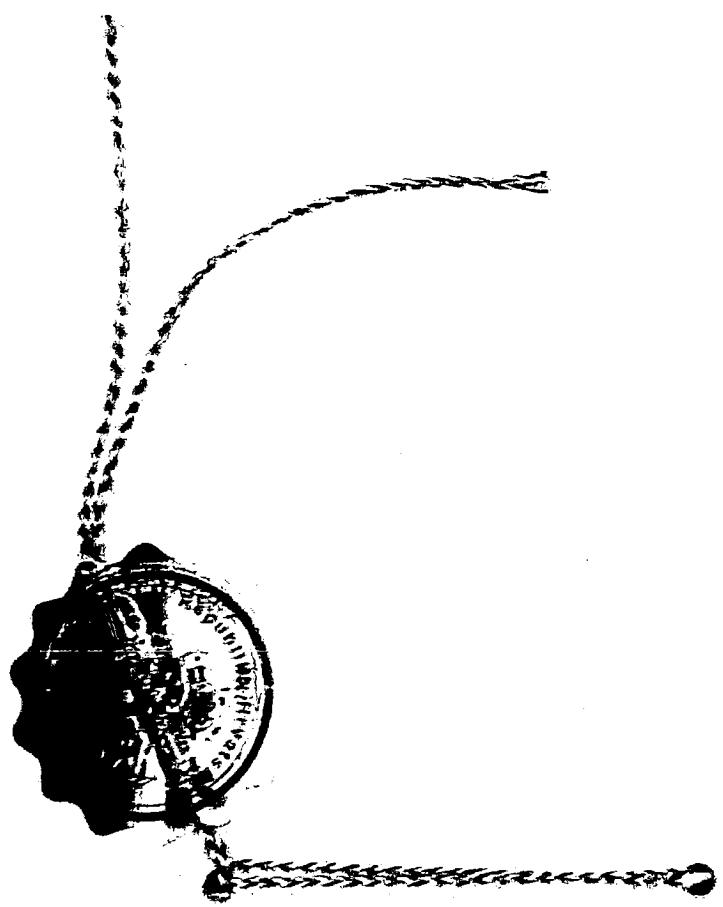
14

Split, Hrvatske hrvatske zajednice 30

Povrđujem da sum predsjednik pravne isprave i iznosi da će se početi s radom u skladu s propisima o javnobilježančkim ispravama, a po svemu se obvezujem da učinim sve što je u mojih moći u skladu s propisima o javnobilježančkim ispravama.

уједињака у оваквим поузданим и чистим изворима.

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Group of Companies

**POPIS PREFAKTURIRANIH RAČUNA**

**Prilog računu br. 6/2/21**

<b>Računi - Medius d.o.o., OIB: 78225674173</b>		
<b>Broj računa</b>	<b>Datum računa</b>	<b>Iznos</b>
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
<b>UKUPNO</b>		<b>11.290.581,40</b>

# POTVRDA O PROVEĐENOM PREKOGRAJNICNOM / MEOUNAROJNOM NALOGU ZA PLAĆANJE

## Confirmation on Executed Cross-Border / International Payment Order

Zagrebačka banka d.d. 10000 Zagreb, Trg bana Josipa Jelačića 10  
OIB: 92963223473  
IBAN: HR8823600001000000013  
SWIFT: ZABAHR2X

### PLATITELJ/PAYER

IBAN platitelja: HR1323600001102844352

Payer's IBAN:

Naziv platitelja: AVAX S.A.-Padružnica 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 banci u kojoj je otvoren račun primatelja plaćanja. Za dodatne informacije обратите 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 sent it to the bank in which the payer'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



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	
<b>Ukupno kn/ Total amount HRK</b>			<b>2.190.837,69</b>

**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 trgovачki 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 Mitzalis  
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.**

<b>R. br. / No.</b>	<b>Količina/ Quantity</b>	<b>Opis /Description</b>	<b>Iznos/Amount</b>
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.	
<b>Ukupno kn/ Total amount HRK</b>			<b>347.586,81</b>

**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. – Podružnica Zagreb**  
Trg Petra Preradovića 3  
10 000 ZAGREB  
OIB: 571 66824320

**Kupac/Client:**

**BRODOGRAĐEVNA INDUSTRija SPLIT  
DIONIČKO DRUŠTVO**  
Put Supavlja 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 v&alute/Due date: 14.03.2022.**

<b>R. br. / No.</b>	<b>Količina/ Quantity</b>	<b>Opis /Description</b>	<b>Iznos/Amount</b>
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.	
<b>Ukupno kn/ Total amount HRK</b>			<b>11.290.581,40</b>

**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 ovlaštenog osobe/Signature of authorized person:**

Yiannis Koletsos

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

**AVAX S. A.**  
16 Amariouliou - Halandriou Str.  
GR15125 Maroussi, Atena - Grčka  
Opći trgovacki 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 Mitzalis  
Koulis Pittaros  
pravni oblik: inozemna podružnica

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



Zurich Insurance plc Niederlassung für Deutschland

**AVAX S.A.,  
16 Amaroussion-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](mailto: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. Thyssen G. Martin

Rt/701.018.871.736-000003

BANKVERBINDUNG: Deutsche Bank AG, Frankfurt/M., IBAN: DE11 5007 0010 0093 7789 02, BIC: DEUTDEFFXXX  
Zurich Insurance plc Niederlassung für Deutschland  
VERWALTUNGSRATS VORSITZENDER: Alison Martin  
Hauptbevollmächtigter der Niederlassung: Dr. Carsten Schildknecht  
Sitz der Niederlassung: Frankfurt/Main (Registernr. HRB 88353), Platz der Einheit 2, 60327 Frankfurt/Main  
RECHTSFORM DER GESELLSCHAFT (Zurich Insurance plc): public company limited by shares  
(Aktiengesellschaft nach irischen Recht),  
HAUPTSITZ: Dublin (Ireland) Companies Registry Office (entspricht dem dt. Registergericht) Registernr. 13460,  
USTID-Nr. DE815195011 Vers. St-Nr. 807/90807020227  
VERTRETUNG DER GESELLSCHAFT: Neil Freshwater (Chief Executive Officer)

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

**Concluded on 3rd<sup>th</sup> 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 Maroussi, 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. (hereinafter 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 bavnog Filopovića 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 Warrante 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 izvodenja) 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 concreting the deck shall be agreed and included as Attachment No.6

## §2

### ELEMENTS OF AGREEMENT

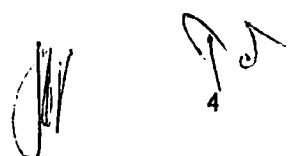
For the completion of the Agreement there shall apply the provisions of this agreement with attachments, binding legal regulations and the regulations given below, however in case of discrepancies the priority of regulations shall apply, provided that statutory regulations allow:

- 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

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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 tug 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

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;

- 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 euro/kgr \* 7,43 = 22,96 HRK/kgr for 50% of the approved quantity
- ii. 3,15 euro/kgr \* 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 Warrante period resulting from the Contract for specific works.

2. The Subcontractor is, within ten years from the date of issuance of the Take-over 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 the 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.

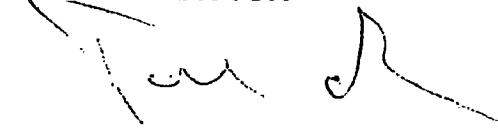
2. The Contractor's representative for the execution of this Agreement and performing acceptances/takings-over of works is Mr Charalampos Grigoriadis  
The Subcontractor shall afterwards notify the Contractor in writing about the representative of the Subcontractor in charge for the execution of this 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 Subcontractors 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**



**SUBCONTRACTOR**



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

**Franko Mekisic**

**Pošiljatelj:** Koulis Pittaros <kpitтарos@avax-sa.gr>  
**Poslano:** 1. travnja 2020. 23:18  
**Prima:** 'Franko Mekisic'  
**Kopija:** xgrigoriadis@avax-sa.gr; amauridis@avax-sa.gr  
**Predmet:** FW: Emailing: BoQ VIADUCT PRAPRATNO-MOST STON  
**Prihviti:** 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: Petak, 1. srpnja 2020 4:22  
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 Rm2 450 N / mm <sup>2</sup> , ReH2 350 N / mm <sup>2</sup> , A52 15%) and welded to the upper belt. The quality of the steel material with regard to toughness was adopted for the relevant temperature T <sub>ed</sub> = -20 ° C and strain σ <sub>ed</sub> = 0.50 - 1% (t). The material quality required due to its thickness, properties, for grades >40 mm the standard ZRd = 15 a for sheets of thickness ≥ 40 mm ZRd = 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 a 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.	kg	600.000,00	3,09	1.854.000,00
4.1.2.1.2	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> 450 N / mm <sup>2</sup> , ReH> 350 N / mm <sup>2</sup> ; A5> 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 tin in the finishing shade (color) RAL 9003 - white, suggested by the designer and approved by the Client.	kg	600.000,00	3,09	1.854.000,00
4.1.2.1.3	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	2.010.000,00	3,09	6.210.900,00
4.1.2.1.4	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> 450 N / mm <sup>2</sup> , ReH> 350 N / mm <sup>2</sup> ; A5> 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 120μm with a bonding agent based on epoxy resin and a final coat thickness of 120μm dry film on epoxy resin base. The acrylic surfaces (upper leg and wicket) 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).	kg	8.064.900,00		

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

**Concluded on 4<sup>th</sup> 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 Supavlja 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

SUBCONTRACTOR

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

Postarina placena  
Hrvatskoj pošti

FRANCUSKA AGENCIJA  
PARIS  
Postojeća u Zadru  
Adresatima, postom (u svim postajama)

Parcelska  
16. 01. 2022.

ODVIETNIK  
LUKA MRKIC  
Zrinski trg 10a, 38000 Zadar  
OIB: 5105000000000000000

AR



FINA  
PC Split  
Hrvatskoj pošti  
21000 Split

245

AR

ODVJEĆNIK

LUKA MRKIC

Zemaljska Franjevačka 38, Zadar  
031-3504839

ZA PREDSTAVU  
POŠTARAK

AR