

Naziv ovršne isprave

PODACI O RAZLUČNOM PRAVU:

Pravna osnova razlučnog prava

_____ / _____

Dio imovine na koji se odnosi razlučno pravo

Iznos tražbine _____ (kn)

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

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

PODACI O IZLUČNOM PRAVU:

Pravna osnova izlučnog prava

_____ / _____

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

SPLIT, 10. 06. 2022.

Potpis vjerovnika

BUDIMIR&PARTNERI
odvjetničko društvo d.o.o.
ODVJETNIK MARIN BUDIMIR

BUDIMIR&PARTNERI

PUNOMOĆ

Ovlašćujem (o) da me (nas) pravno zastupa
(brani)

POWER OF ATTORNEY

I (we) hereby nominate, constitute and
appoint

BUDIMIR&PARTNERI

odvjetničko društvo d.o.o.

i to/and : Marin Budimir, odvjetnik/lawyer
Mišel Rošić, odvjetnik/lawyer
Damir Tomić, odvjetnik/lawyer
Nenad Čović, odvjetnik/lawyer
Duje Domazet, odvjetnik/lawyer
Katarina Vrbatović, odvjetnica/Lawyer

u predstečajnom postupku, koji se
vodi pred Commercial court Split

pod poslovnim brojem : St-273/2022

na tužbu (prijedlog, optužnicu):
Kumera Getriebe GmbH, Troisdorf,
Njemačka

protiv : Brodosplit d.d., OIB:
18556905592

radi : isplate

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

Pristajem (o) da ga za slučaj
spriječenosti zamijeni:

odvjetnički vježbenici / trainee lawyers: Ante Bojić, Ivan Šustić.

Za slučaj spora glede nagrade
pristajem (o) na nadležnost Općinskog
suda u Splitu.

Troisdorf, 31.05.2022.
Place, date

to represent me in prebankruptcy
proceeding, before the Commercial court
Split

under number : St-273/2022

claim (motion, indictment) filed by:
Kumera Getriebe GmbH, Troisdorf,
Germany

against : BRODOSPLIT JSC d.d., OIB:
18556905592

because of : payment

In the execution of this Power of Attorney the
said attorney is authorized and empowered
for the purpose of obtaining the protection of
my (our) rights and interests in front of the
Courts and any other Authorities in any Penal
or Civil Proceedings, especially to lodge a
claims, motions and any other briefs, on my
(our) behalf to give inheritance statements,
receive money and other valuables and to
issue certification regarding the above, and to
do generally all legal actions that may be
necessary according to the laws to secure the
grantor of the privileges above mentioned.

In the case of his absence I (we) agree that
he can be replaced by:

In case of attorney fee award dispute, I (we)
agree that the competence of the court is
Split.

Kumera Getriebe GmbH, Troisdorf, Njemačka
Dr. Heinz-Peter Ehren
Izvršni direktor / Managing director



Budimir & partneri
odvjetničko društvo d.o.o.

Bihačka 2/A
21 000 Split, Hrvatska

tel : 021 348 178
faks : 021 332 394
info@budimir.hr
www.budimir.hr

Trgovački sud u Splitu
MBS : 060329985
OIB : 62353690175

Temeljni kapital: 350.000,00 kn
uplaćen u cijelosti

Članovi uprave:
M. Budimir i M. Rošić

Erste&Steiermärkische Bank d.d.
IBAN: HR5024020061100742809

Privredna banka Zagreb d.d.
IBAN: HR1623400091110811640

ODVJETNICI

Marin Budimir
Mišel Rošić
Damir Tomić
Nenad Čović
Duje Domazet
Katarina Vrbatović

ODVJETNIČKI VJEŽBENICI

Ante Bojić
Ivan Šustić

POSLOVNA TAJNICA
Gorana Mimica



REPUBLIKA HRVATSKA
MINISTARSTVO FINACIJA
POREZNA UPRAVA

UPUTE O ISPUNJAVANJU I NAČINU KORIŠTENJA POTVRDE O OSOBNOM
IDENTIFIKACIJSKOM BROJU

- o Potvrda o osobnom identifikacijskom broju (dalje: Potvrda) ima značenje javne isprave.
- o Potvrdom osoba dokazuje svoj osobni identifikacijski broj (kratica OIB).
- o Potvrdu izdaje besplatno Porezna uprava.
- o Osoba kojoj je potvrda otuđena, koju je izgubila ili kojoj je na drugi način nestala zatražit će od Ministarstva financija - Porezne uprave, prema svom sjedištu odnosno prebivalištu, izdavanje nove Potvrde. Ministarstvo financija - Porezna uprava izdat će novu Potvrdu s oznakom DUPLIKAT.
- o Prilikom upisa u neku od službenih evidencija, osoba za potrebe upisa predočuje Potvrdu ili neku od drugih javnih isprava koja sadrži podatak o osobnom identifikacijskom broju.
- o Osoba u obavljanju svoje djelatnosti koristit će na računima, potvrdama i sličnim ispravama osobni identifikacijski broj iskazan u Potvrdi.
- o U nastavku nalazi se obrazac Potvrde (otkinuti po perforaciji).

POTVRDA O OSOBNOM IDENTIFIKACIJSKOM BROJU

OIB

32975650263

Ime i prezime /
naziv

KUMERA GETRIEBE GMBH

Godina rođenja /
mjesto osnivanja,
upisa

TROISDORF, NJEMAČKA

Datum izdavanja

10.06.2022.

Izdaje:

RAVNATELJ
Božidar Kutleša, dipl. iur.



OBRAČUN ZATEZNIH KAMATA

VJEROVNIK:

KUMERA GETRIEBE GmbH
Bonners Strasse 38. Troisdorf, Njemačka
OIB: 32975650263

DUŽNIK:

BRODOSPLIT d.d.
Put Supavla 21, Split
OIB: 18556905592

DETALJAN OBRAČUN*

Stavka	Napomena	Od	Do	Dana	Stopa	Uplate	Glavnica	Kamata	Ukupno
-	-	-	-	-	-	-	-	-	
GLAVNICA	s dospijećem	31.01.2021	20.05.2022				280.345,00		
-	teče od :	-	-	-	-	-	-	-	
KAMATE		01.02.2021	30.06.2021	150	7.75 %		280.345,00	8.928,80	
KAMATE		01.07.2021	31.12.2021	184	7.61 %		280.345,00	19.683,60	
KAMATE		01.01.2022	20.05.2022	140	7.49 %		280.345,00	27.737,56	
DUGOVANJE	po stavci								308.082,56
-	-	-	-	-	-	-	-	-	
GLAVNICA	s dospijećem	29.03.2021	20.05.2022				43.130,00		
-	teče od :	-	-	-	-	-	-	-	
KAMATE		30.03.2021	30.06.2021	93	7.75 %		43.130,00	851,67	
KAMATE		01.07.2021	31.12.2021	184	7.61 %		43.130,00	2.506,25	
KAMATE		01.01.2022	20.05.2022	140	7.49 %		43.130,00	3.745,33	
DUGOVANJE	po stavci								46.875,33
-	-	-	-	-	-	-	-	-	
GLAVNICA	s dospijećem	28.06.2021	20.05.2022				43.130,00		
-	teče od :	-	-	-	-	-	-	-	
KAMATE		29.06.2021	30.06.2021	2	7.75 %		43.130,00	18,32	
KAMATE		01.07.2021	31.12.2021	184	7.61 %		43.130,00	1.672,90	
KAMATE		01.01.2022	20.05.2022	140	7.49 %		43.130,00	2.911,97	
DUGOVANJE	po stavci								46.041,97
-	-	-	-	-	-	-	-	-	-
=====	=====	=====	=====	=====	=====	=====	GLAVNICA	KAMATA	UKUPNO

Stavka	Napomena	Od	Do	Dana	Stopa	Uplate	Glavnica	Kamata	Ukupno
ZAVRŠNO							366.605,00	34.394,86	<u>400.999,86</u>
=====	=====	=====	=====	=====	=====	=====	=====	=====	=====

* obračunato na : www.odvjetnik.me (<http://www.odvjetnik.me>)

BRODOSPLIT JSC
Put Supavla 21
21000 Split
Croatia

and

KUMERA GETRIEBE GMBH
Bonner Straße 38
D-53842 Troisdorf
Germany

have executed on 23.01.2020 the following

CONTRACT No.23400

FOR PURCHASE AND SALE OF GEARBOX

(hereinafter the Contract)

This Contract is made and entered into on this 16th day of January 2020 by and between

BRODOSPLIT JSC,

a company organized and existing under the laws of Croatia,
having its registered office at Put Supavla 21, 21000 Split, Croatia,
EU VAT identification number: HR18556905592,
represented solely and independently by
Tomislav Debeljak, member of the Management Board
(hereinafter the Buyer)

and

KUMERA GETRIEBE GMBH

a company organized and existing under the laws of Germany,
having its registered office at Amtsgericht Siegburg,
EU VAT Identification number: DE318935764,
represented solely and independently by
Helmut Hochegger / Ralf Wöllert
(hereinafter the Seller)

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

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

1 SCOPE OF THE CONTRACT

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

Propulsion Gearbox type MPH1-1300-345-2C-2(hereinafter the Equipment)

- 1.2 The Equipment is defined by this Contract and in more detail by the Offer no.1111005 dated 16.12.2019 and technical specification no.1110734 dated 23.10.2019 attached hereto as Exhibit A which will, among other things, contain precise data regarding quality, quantity and data regarding weight of the Equipment and which forms an integral part of this Contract (hereinafter the Specification). In case of controversy between this Contract and the Specification the provisions of this Contract will prevail. Whatever else is described in this contract the gearbox is a 100% repeat of the HONDIUS.

- 1.3 Except as otherwise provided in this Contract, the Seller shall provide all labor, materials and equipment required to manufacture the Equipment and fulfill the Buyer's request for delivery of technical documentation for the Equipment, if the Buyer finds it necessary.

- 1.4 The Seller undertakes to manufacture and deliver without extra payment all the parts indispensable to the normal operation of the Equipment and which have not been expressly mentioned in the documentation under Paragraph 2 of this Article. But limited to the supply of the Hondius since both parties agree that the Equipment is a 100% repeat.
- 1.5 The Seller undertakes to carry out timely and reasonable modifications the Equipment without extra cost if so demanded by the Classification Society or any other body which is to certify the Equipment in accordance with the required standards and provisions from the Specification.
- 1.6 Equipment has to be made according to the rules of the LLOYD CLASS, instructions and guidelines of USPH, SOLAS and MED regulations.

2 TECHNICAL DOCUMENTATION

- 2.1 The Seller shall deliver to the Buyer the necessary documentation for the Equipment within 2-3 weeks after signing of this Contract. The documentation shall be deemed accepted after the review and written approval of the Buyer. The documentation shall be deemed delivered orderly and within a given time limit if the Buyer did not have justified subsequent remarks regarding completeness and content of the documentation. Any documentation before delivery is limited to the necessary documentation necessary for the installation or requested by the classification society

The Seller will deliver to the Buyer, at the delivery of the Equipment, the following documentation: All documentation is according to the KUMERA Standard documentation, the same as for the Hondius.

- Classification Society's certificates
- Workshop certificates
- Documentation required by the forwarder of the Equipment (original invoice, packing lists with the serial number and the year of production of delivered system elements, gages, weights...)
- All the remaining documentation stated in the Specification under Article 1.2 of this Contract

In order to avoid any doubt, the Seller acknowledges that the serial number / year of production of delivered elements of Equipment must be specified in the documentation from this Article, delivered together with the Equipment and in the delivery note or a document of a similar significance which is presented at the delivery of the Equipment. The Seller hereby undertakes, without exception, to provide in the documentation, delivered together with the Equipment, a serial number pursuant to which the Equipment can be clearly identified or distinguished from other equipment required for the construction of the newbuilding 485, for which purpose it is purchased.

The documentation that does not contain the serial number / year of production of the **Equipment** will not be considered as properly delivered and the **Buyer** is not obliged to accept it, in which case the provisions of Article 11 of this **Contract** shall apply.

2.2 The **Seller** shall provide the **Buyer** with the instruction manuals, maintenance manuals and spare parts list for the **Equipment** in English language and in their last version, in 6 (six) copies (5 hard copies + 1CD), at least 15 (fifteen) days before delivery of the **Equipment**.

2.3 The **Seller** warrants that the **Equipment** shall be manufactured in compliance with the "IMO Hong Kong International Convention for the Safe Environmentally Sound Recycling of Ships, 2009". As evidence of such compliance the **Seller** shall complete the "Material Declaration-IHM Statement of Compliance" in the form attached hereto as Exhibit E and deliver the same to the **Buyer** not later than 10 (ten) days after signing of this **Contract**. If the **Seller** fails to comply with the aforementioned, this **Contract** shall be null and void and the **Buyer** shall have no liability under this **Contract** whatsoever.

2.4 The **Seller** is obliged to make changes to the documentation arising from obligations of the **Seller** under Articles 1.4 and 1.5 of this **Contract**.

3 INSPECTION DURING THE MANUFACTURE OF THE EQUIPMENT

3.1 The **Buyer** or its representatives, including a representative of the vessel's purchaser if so provided in the shipbuilding contract, will have the right to inspect any stage of manufacture of the **Equipment** during the entire manufacture period and may be present to all analyses and tests concerning the **Equipment**.

3.2 Costs and expenses of the inspection from Paragraph 1 of this Article shall be for the **Buyers** account.

3.3 The **Seller** shall inform the **Buyer** at least 15 (fifteen) working days prior the commencement of the testing and/or trials of the **Equipment** and shall provide the **Buyer** with necessary testing programs in order to enable the timely inspection by the **Buyer** and/or its representatives.

3.4 Presence of the **Buyer's** representatives, their objections or their acceptance of the relevant raw material, material and/or work, will not affect the liability and the warranty obligations of the **Seller** arising under this **Contract**.

3.5 If the **Seller** fails to notify the **Buyer** as set out in Article 3.3 of this **Contract** it will compensate the **Buyer** for direct costs occurred to the **Buyer** due to such failure.

4 DELIVERY AND TRANSFER OF OWNERSHIP

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

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

30th of June 2020

4.3 At the time of actual delivery of the **Equipment** at the agreed delivery site the **Buyer** shall compile a record on conditional receipt of the **Equipment** of which the copy shall be submitted to carrier or delivered to the **Seller** (hereinafter the **Record on conditional receipt of the Equipment**). The **Equipment** shall be deemed accepted after the execution of receipt control of the **Equipment** by the **Buyer** of which the **Buyer** has to compile a report on receipt control of the **Equipment** (hereinafter the **Report on receipt control of the Equipment**) within 8 (eight) working days after the delivery of the **Record on conditional receipt of the Equipment** to the carrier or to the **Seller**. The risks with respect to the **Equipment** will transfer to the **Buyer** when the **Buyer** accepts the **Equipment** by issuing **Report on receipt control of the Equipment**. The **Seller** guarantees that full and unencumbered ownership will be transferred after 100% payment of the goods.

4.4 The **Buyer** reserves its right to extend the delivery dates set out in this Article if it would become necessary in order to accommodate its manufacture plans and shall advise the **Seller** in writing accordingly. The **Buyer** is entitled to extend the delivery dates of the **Equipment** maximum up to 3 months before delivery date as defined under Article 4.3 of the **Contract**. If the delivery date is extended for more than 3 months, the **Buyer** shall cover storage costs of the **Seller**. Costs which may accrue to the **Seller** by doing so will be covered by the **Buyer** on cost level. A new delivery date has to be agreed by both parties. Costs in question are stocking and financing costs.

4.5 In the event of extension of the final delivery date as defined under Article 4.2. of this **Contract**, the **Seller** shall extend or renew the validity of the **Refund Guarantee** in accordance with such extension and submit extended or renewed **Refund Guarantee** to the **Buyer** no later than 30 (thirty) days before expiry of the validity period of the original **Refund Guarantee**. In any way the above mentioned guarantee will be not extended by more than 6 months from the original date and the costs are on behalf of the **Buyer**.

5 TRANSPORTATION OF THE EQUIPMENT

5.1 Subject to the agreed parity Incoterms 2010 the **Seller** will, on its expense, and in accordance with the **Buyer's** or the **Buyer's** forwarders instructions, insure and transport the **Equipment** to the **Buyer's** address first written above if not otherwise agreed. The

Equipment will be professionally fixed, marked and protected to prevent any damage of the Equipment during the transport.

- 5.2 The Seller will advise the Buyer in writing at least 5(five) business days before the planned delivery of the Equipment. If the Seller fails to notify the Buyer as before said it will compensate the Buyer all costs arising there under.

6 INSPECTION OF THE EQUIPMENT

- 6.1 The Buyer is obliged within 8 (eight) working days after submitting the Record on conditional receipt of the Equipment to the carrier or delivering to the Seller to examine the Equipment in usual manner and in case of obvious defects of the Equipment and/or obvious defects of quality or non-compliance of the Equipment with the Specification to notify the Seller about it within the Report on receipt control of the Equipment.
- 6.2 After the Buyer's acceptance of the Equipment, if the Buyer discovers that the Equipment has a defect not discoverable by examination in a usual manner, the Buyer is obliged to notify the Seller about it within 8 (eight) working days after discovery of such defects or non-compliance of the Equipment with the Specification.
- 6.3 The Seller shall correct all deficiencies within 60 (sixty) days of such determination and bear all costs necessary to replace or repair non-conforming Equipment.
- 6.4 If the Seller fails to meet its obligations in accordance with this Article, the Buyer will have right to, with or without the assistance of third-parties appointed by the Buyer, repair or replace the Equipment at the expense of the Seller. The Seller will compensate the Buyer within 15 (fifteen) days from the date of issuing the invoice all costs necessary to repair or replace non-conforming Equipment carried out by the Buyer with or without assistance of third-parties.

7 PURCHASE PRICE

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

EUR 431.300,00 (hereinafter the Contract Price)

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

8 TERMS OF PAYMENT

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

- the 1st instalment of 10% of the **Contract Price** the **Buyer** shall pay within 20 days after the date of this **Contract**, but not before receipt of a refund guarantee provided by the **Seller** in the aggregate amount of advance payments payable by the **Buyer** hereunder, in form and substance as per Annex "B" to this **Contract**, and issued by a bank or insurance company acceptable to the **Buyer** and not before receipt of a **Performance guarantee** in amount of 20% of **Contract Price** in form and substance per Annex „C" and issued by a bank or insurance company acceptable to the **Buyer**.
- the 2nd Instalment of 5% of the **Contract Price** the **Buyer** shall pay within 20 days after the delivery of the Necessary installation drawings according to Article 2.1 of this **Contract**, but not before receipt of a **Refund guarantee** provided by the **Seller** in the aggregate amount of advance payments payable by the **Buyer** hereunder, in form and substance as per Annex "B" to this **Contract**, and issued by a bank or insurance company acceptable to the **Buyer**
- the 3th installment of 65% of the **Contract Price** the **Buyer** will pay after successfully performed **FAT** and not before the **Refund Guarantee** and **Warranty Guarantee** are submitted to the **Buyer** pursuant to Article 9 of this **Contract**, **Payment releases delivery**.

(1st, 2nd and 3th installments hereinafter referred to as the **Advance Payment**)

4th installment of 10 % of the **Contract Price** the **Buyer** will pay after successfully performed acceptance of the **Equipment** in accordance with Article 4.3 of this **Contract** or after successfully performed commissioning of the **Equipment** (**HAT**)/after successfully performed sea trial (**SAT**), but not later than 6 month after delivery of the new building 485.

5th installment of 10 % of the **Contract Price** the **Buyer** will pay after delivery of the vessel to the final customer, but not later than 9 month after delivery of the new building 485.

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

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

9 SECURITIES

9.1 Refund Guarantee:

As a security for refund of the **Advance Payment**, the **Seller** will in favor of the **Buyer** issue an unconditional and irrevocable bank guarantee payable on first written demand of the **Buyer** without cavil or argument issued by the bank acceptable to the **Buyer** in form and substance as per Exhibit B to this **Contract** (hereinafter the **Refund Guarantee**) in the full amount of the **Advance Payment** The **Refund Guarantee** will be submitted to the **Buyer** before the **Advance**

Payment which the refund is securing. The **Refund Guarantee** must be valid at least **90 (ninety)** days after the final delivery date as defined under Article 4.2 of this **Contract**.

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

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

9.2 Warranty Guarantee

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

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

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

10 WARRANTY FOR THE EQUIPMENT

10.1 The **Seller**, as manufacturer of the **Equipment**, is liable for any material defects, performance (only with regard to the gearbox itself, see comment under 10.3 of the **Equipment** and/or lack of manufacture of the **Equipment**, which specifically includes defects caused by raw material and/or inadequate manufacturing process and/or workmanship. The **Seller** further warrants compliance of the **Equipment** with the **Specification** and other technical requirement under the **Contract** (if any) and/or requirements of the Classification society (if any) or any other body which is to certify or approve the **Equipment** (if any).

10.2 The **Seller** warrants, that the **Equipment** sold hereunder will substantially conform to the applicable specifications and will be free from defects in raw material and workmanship, from the date of the delivery to the **Buyer**. The buyer understands that the **Equipment** is a 100% copy of the previous supplied "HONDIUS".

- 10.3** All interactions within this power train, (e.g. vibration analyses or torsional vibration analyses) are of the responsibility of the system supplier.!!!
- 10.4** Warranty period lasts 12 (twelve) calendar months after the delivery of the vessel to the final customer, starting from the day of compiling **Report on receipt control of the Equipment**. But in anyway not longer than 24 month after delivery whatever comes first.
- 10.5** If during the warranty period it is determined that the **Equipment** does not meet the provisions of the previous Paragraphs of this Article, the **Seller** will be obliged, within the reasonable time period given by the **Buyer**, but not later than 30 (thirty) working days after the first request of the **Buyer** and to be decided at the discretion of the **Buyer**, to replace or repair the **Equipment**, without prejudice to the other rights of the **Buyer** provided in this **Contract**, as well as the **Buyer's** right to seek direct costs only due to defect of the **Equipment**. The **Seller** shall provide the **Buyer** not later than 15 (fifteen) days with proposal of removal of defects after receiving notice of defects by the **Buyer**.
- 10.6** The **Buyer** or its representative will inform the **Seller** in writing within 30 (thirty) working days after discovery of any defect in the **Equipment** that need to be repaired or replaced and will describe the same.
- 10.7** If the **Seller** fails to meet its guarantee obligations, within reasonable time, the **Buyer** will have the right to, with or without the assistance of third-parties appointed by the **Buyer**, replace or repair the **Equipment** at the expense of the **Seller**. The **Seller** will compensate the **Buyer** within 15 (fifteen) days after the date of issuing the invoice all cost necessary to replace or repair non-conforming **Equipment** carried out by the **Buyer** with or without assistance of third-parties.
- 10.8** For repaired or replaced parts of the **Equipment** the **Seller** shall provide additional warranty in the period of further 6 (six) months, however not shorter than 12 (twelve) months and not longer than 18 (eighteen) months from the date of delivery of the vessel as set out in Article 10.4 of this **Contract**.

11 CONTRACTUAL PENALTY

- 11.1** The **Seller** will pay to the **Buyer** contractual penalty in accordance with this Article if it fails to perform its obligation under this **Contract**, if it is late with its performance or the obligation is faulty performed.
- 11.1.1** If the **Seller** does not deliver the **Equipment** and/or documentation on delivery dates set out in this **Contract** the **Seller** will pay to the **Buyer** contractual penalty in the amount equivalent to 0.2% (zero point two) of the **Contract Price** for each started day of such a delay but a maximum of 30% of contract price..

- 11.2** In case that delay in delivery of the documentation will be more than 30(thirty) days after the delivery dates defined in Article 2.1 of this **Contract** the **Buyer** will have right to terminate this **Contract**.
- 11.3** In case that delay in delivery of the **Equipment** is more than 50 (fifty) days the **Buyer** will have a right to terminate this **Contract** regarding to the remaining part of the **Equipment** non-delivered and claim damages caused thereby including refund of any part of any installment of the **Contract Price** paid by the **Buyer** pertaining to not-delivered part of the **Equipment**.
- 11.4** In case that the **Buyer** has terminated the **Contract** as defined in this Article the **Seller** shall on **Buyer's** demand refund any part of any installment of the **Contract Price** paid by the **Buyer** to the **Seller** before the termination of the **Contract** pertaining to not-delivered part of the **Equipment**, together with any interest thereon at rate of 6% (six percent) accrued in the period from the date when such installments were paid until the refund of the same by the **Seller**.
- 11.5** In the event of force majeure any delivery date may be extended for a period of time equivalent to the duration of force majeure event affecting the performance of the **Contract** by the party claiming force majeure subject to Article 12 of this **Contract**.

12 FORCE MAJEURE

- 12.1** Pursuant to applicable law and practice, events occurred after signing of this **Contract** such as war, civil commotion, mobilization, governmental requisitions, fire, floods, earthquakes, and other similar events which could not be foreseen at the moment when this **Contract** has been made and are fully out of control of the **Parties** are considered as force majeure. Lack of **Seller's** working force or of materials or financing, delay of subcontractors or suppliers of the **Seller** or strike of its, or its subcontractors' or suppliers' employees will not be deemed as force majeure.
- 12.2** If either **Party** requests to extend the delivery dates under this **Contract** due to any of the above indicated force majeure events, it shall notify the other **Party** immediately or, at the latest, within 5(five) days (by telefax or e-mail) on both the commencement and termination of the force majeure event(s) setting out the details of such force majeure event(s) which the other **Party** shall be entitled to reject if such request is proved to be unreasonable.
- 12.3** In the event that the period of force majeure exceeds 3 (three) months, the **Buyer** shall have the right to terminate this **Contract**. Alternatively VICE VERSA.

13 GOVERNING LAW AND JURISDICTIONS

13.1 The Parties agree that all disputes arising in relation to this Contract shall be resolved amicably.

13.2 All disputes arising out of or in connection with the present Contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The governing law shall be Swiss, the place of arbitration shall be Zurich, Switzerland and the language of the arbitration shall be English.

14 MODIFICATION AND ASSIGNMENT OF THE CONTRACT

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

15 SALVATORY CLAUSE

15.1 The Parties agree that if any of the provisions of this Contract would be null or void, such provision shall have no effect on the validity of other provisions of this Contract.

15.2 The Parties agree to replace the null or void provision of this Contract, with a valid provision closest as possible to the economic purpose of the null or void provision and this entire Contract.

16 INSTALLATION AND COMMISSIONING OF THE EQUIPMENT

16.1 For the purpose of installing the Equipment in the vessel and supervision thereof, putting the Equipment into operation and final commissioning of the Equipment, delivery of the Equipment to the vessels purchaser and submission of the Equipment to the Classification Society for their approval, the Seller will put at the disposal of the Buyer, free of charge, their first class service engineer in 3 visits, in the total duration of a maximum of 6 working days (10 working hours/day).

16.2 All travel and accommodation costs of the service engineer shall be for the Seller's account. The time spent on travelling shall not be calculated into working days from previous paragraph.

16.3 During his stay the service engineer will, without extra costs for the Buyer, carry out necessary repairs and/or adjustments of the Equipment, if necessary, and shall train the Buyer's relevant personnel how to operate and maintain the Equipment successfully.

16.4 Labour assistance from the Buyer's yard will be available free of charge in accordance with the Buyer's practice and standards related to the equipment of the same kind as the Equipment when reasonably requested up to the extent of the Buyer's standard practice. Any work required to be performed by the Buyer's workers in excess of such standard

practice shall be charged to the Seller in accordance with the Buyer's standard prices. Buyer is informing seller in forehand. Pricelist to be handed over.

16.5 If there would be necessary to prolong the stay of the Seller's service engineer due to omissions on his side and/or on side of the Seller any such additional expenses shall be for the Seller's account.

16.6 In case of the prolonged stay due to the Buyer's requests the price of service engineer's working day (of 10 (ten) hours) will be EUR 1.200,-

16.7 Upon completion of the Seller's service engineer's work the Parties shall execute the minutes thereof signed by their representatives.

17 MUTUAL PROTECTION OF CLASSIFIED INFORMATION AND OBLIGATION TOWARDS THE END USER

17.1 The Seller takes note that the Buyer as the vessel shipbuilder has entered into an agreement of mutual cooperation and long-term maintenance of the vessel with the end-purchaser of the vessel.

17.2 Therefore, the Buyer is both authorized and responsible for all service and maintenance of the vessel.

17.3 The Seller takes note that the Buyer is the author of all projects, calculations and technical details related to the specified type of vessel.

17.4 The Seller undertakes to sell to the Buyer all spare parts, necessary for the proper functioning of the Equipment and provide services equivalent to those set out in Article 16 of this Contract as and when required by the Buyer at any time during the period of 20 (twenty) years hereafter.

17.5 The Seller undertakes to sell all above mentioned spare parts and services to the Buyer for a price maximally 30% (thirty percent) more than the production cost of each spare part or service and minimally 10% (ten percent) less than the market price of the Seller's spare part or service applied at the time of order.

18 GENERAL

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

18.2 This Contract contains the entire agreement between the Parties hereto.

18.3 The General Terms and Conditions of any Party do not apply to the Contract, and for which effect it is not important that the Party objects to the application of such General Terms, nor the fact that the Buyer accepted the offer of the Seller, accepted Equipment from the Seller or paid to the Seller part or all of the Contract Price.

19 ENTERING INTO FORCE

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

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

20 NUMBER OF ORIGINALS OF THIS CONTRACT

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

BUYER:

By: Tomislav Debeljak

Title: President of the Management Board

Date: 10.01.2020

SELLER:

By: RALF WOELLERT

Title: HEAD OF SALES AND SERVICE

Date: 31.01.2020

Enclosure:

Exhibit A

Exhibit B

Exhibit C

2/1

Exhibit D
Exhibit E

Exhibit A

SPECIFICATION OF THE EQUIPMENT

2011-06-17
Nordea on demand model
For information purposes only

ADVANCE PAYMENT GUARANTEE

Guarantee no.:

Beneficiary:

Applicant:

Expiry Date:

Guarantee amount:

Underlying relationship: Contract No dated, for the supply of
..... [description of goods/services] (the "Contract")

We have been informed that the Applicant has entered into the Contract with you.

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the amount of [corresponding to ..% of the amount of the Contract,] has to be made against an advance payment guarantee.

As guarantor we, (name of the bank), hereby irrevocably and unconditionally undertake to pay you any amount not exceeding in total the Guarantee Amount upon receipt by us of your first demand in writing including your statement in what respect the Applicant is in breach of its obligation(s) under the Contract.

This guarantee is independent of the Contract. Our undertaking hereunder is not subject to any claims or defences arising from the Contract. Any reference in this guarantee to the Contract is made only for the purpose of identifying it.

A demand under this guarantee may only be presented as from the receipt by the Applicant of the advance payment referred to above to the Applicant's account number [account number in IBAN-format] maintained with [name and address of the bank, country] [as evidenced by a written statement issued by the Applicant or by that bank].

Place for presentation: (name of the bank, address)

This guarantee is not assignable or transferable without our prior written consent.

This guarantee shall expire on the Expiry Date at the latest.

Consequently, any demand for payment under this guarantee must be received by us at the place for presentation indicated above on or before the Expiry Date as a manually signed paper document. The original of this guarantee shall be returned to us upon expiry. However, after our payment of the whole of the Guarantee Amount, under complying demand(s) made on or before the Expiry Date, or the Expiry Date, whichever comes first, this guarantee will become null and void, whether returned to us or not.

All payments under this Guarantee shall be made in EUR and made free and clear of, and without deduction or on account of, any presence of future taxes, levies, duties, charges, fees, deduction or withholdings of any nature whatsoever and by whomsoever imposed.

For the purpose of identification, any demand for payment under this guarantee has to be accompanied by a statement of your bank - via authenticated SWIFT, or by letter - confirming that the signature(s) on the demand is/are legally binding on you.

This Guarantee is subject to the Uniform rules for demand guarantees (URDG) 2010, ICC publication no. 758.

This guarantee is governed by and construed in accordance with Swiss law and we hereby submit to the non-exclusive jurisdiction of the Commercial court in Zürich.

The bank

General information
[date]

Due to sanctions decided upon by the UN Security Council and USA, and regulations imposed by EU and local law, Nordea disclaims liability for any delay, non-return of documents, non-payment or other action or inaction compelled by law or regulation, a judicial order or a government regulation applicable to us.

This attachment is for information purposes only and not part of the terms and conditions of the guarantee.

2011-06-17
Nordea on demand model
For information purposes only

WARRANTY GUARANTEE

Guarantee no.:

Beneficiary:

Applicant:

Expiry Date:

Guarantee amount:

Underlying relationship: Contract No dated, for the supply of
.....[description of goods/services] (the "Contract")

We have been informed that the Applicant has entered into the Contract with you.

Furthermore, we understand that, according to the conditions of the Contract, a warranty guarantee is required.

As guarantor we, (name of the bank), hereby irrevocably and unconditionally undertake to pay you any amount not exceeding in total the Guarantee Amount upon receipt by us of your first demand in writing including your statement in what respect the Applicant is in breach of its warranty obligation(s) under the Contract.

This guarantee is independent of the Contract. Our undertaking hereunder is not subject to any claims or defences arising from the Contract. Any reference in this guarantee to the Contract is made only for the purpose of identifying it.

Place for presentation: (name of the bank, address)

This guarantee is not assignable or transferable without our prior written consent.

This guarantee shall expire on the Expiry Date at the latest.

Consequently, any demand under it must be received by us at the place for presentation indicated above on or before the Expiry Date as a manually signed paper document. The original of this guarantee shall be returned to us upon expiry.

All payments under this Guarantee shall be made in EUR and made free and clear of, and without deduction or on account of, any presence of future taxes, levies, duties, charges, fees, deduction or withholdings of any nature whatsoever and by whomsoever imposed.

For the purpose of identification, any demand for payment under this guarantee has to be accompanied by a statement of your bank - via authenticated SWIFT or by letter - confirming that the signature(s) on the demand is/are legally binding on you.

This Guarantee is subject to the Uniform rules for demand guarantees (URDG) 2010., ICC publication no. 758.

This guarantee is governed by and construed in accordance with Swiss law and we hereby submit to the non-exclusive jurisdiction of the Commercial court in Zürich.

The bank

General information
[date]

Due to sanctions decided upon by the UN Security Council and USA, and regulations imposed by EU and local law, Nordea disclaims liability for any delay, non-return of documents, non-payment or other action or inaction compelled by law or regulation, a judicial order or a government regulation applicable to us.

This attachment is for information purposes only and not part of the terms and conditions of the guarantee.

Exhibit E

MATERIAL DECLARATION-IHM STATEMENT OF COMPLIANCE

20/18



ANNEX no. 1.
to the Contract No. 23400 as of 23rd day of January, 2020 FOR PURCHASE AND SALE OF
GEARBOX
(hereinafter "Annex")

This Annex is executed on this April, 20th, 2020 by and between:

BRODOSPLIT JSC

Put Supavla 21,
21000 Split
CROATIA
EU VAT: HR 18556905592
(hereinafter: the "**Buyer**")

and

KUMERA GETRIEBE GMBH

Bonner Straße 38
D-53842 Troisdorf
GERMANY
EU VAT: DE 318935764
(hereinafter: the "**Seller**")

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

RECITALS

Article 1.

- 1.1 The **Parties** herewith mutually agree that they have entered on 23rd day of January 2020 into the Contract No. 23400 FOR PURCHASE AND SALE OF GEARBOX (hereinafter the "**Contract**").
- 1.2 The **Parties** herewith mutually agree all words and phrases from the **Contract** when used herein shall have the same meaning as in the **Contract**, unless expressly said otherwise.

SUBJECT OF THIS ANNEX

Article 2.

- 2.1 The **Parties** herewith mutually agree Article 8.1. (TERMS OF PAYMENT) of the **Contract** in regards of the 1st installment of the Contract Price is amended as follows:

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

*- the 1st installment of 10% of the **Contract Price** the **Buyer** shall pay within 20 days after the date of this **Contract**, but not before receipt of a refund guarantee provided by the **Seller** in the aggregate amount of advance payments payable by the **Buyer** hereunder, in*

form and substance as per Annex "B" to this **Contract**, and issued by a bank or insurance company acceptable to the **Buyer**.

- the 2nd installment of 5% of the **Contract Price** the **Buyer** shall pay within 20 days after the delivery of the Necessary installation drawings according to Article 2.1 of this **Contract**, but not before receipt of a **Refund guarantee** provided by the **Seller** in the aggregate amount of advance payments payable by the **Buyer** hereunder, in form and substance as per Annex "B" to this **Contract**, and issued by a bank or insurance company acceptable to the **Buyer**

- the 3rd installment of 65% of the **Contract Price** the **Buyer** will pay after successfully performed FAT and not before the **Refund Guarantee** and **Warranty Guarantee** are submitted to the **Buyer** pursuant to Article 9 of this **Contract**, **Payment releases delivery**.

(1st, 2nd and 3rd installments hereinafter referred to as the **Advance Payment**)

4th instalment of 10 % of the **Contract Price** the **Buyer** will pay after successfully performed acceptance of the **Equipment** in accordance with Article 4.3 of this **Contract** or after successfully performed commissioning of the **Equipment** (HAT)/after successfully performed sea trial (SAT), but no later than 6 months after delivery of the new building 485.

5th installment of 10 % of the **Contract Price** the **Buyer** will pay after delivery of the vessel to the final customer, but not later than 9 months after delivery of the new building 485."

FINAL PROVISIONS

Article 3.

- 3.1 This **Annex** forms a part and shall be read together with the **Contract**. The **Parties** mutually agree that all other provisions of the **Contract**, except those amended by this **Annex** and/or supplemented with this **Annex**, shall remain in force unchanged and applicable unless they are contrary to the provisions of this **Annex**.
- 3.2 The **Parties** mutually agree that any disputes regarding this **Annex** shall be resolved in accordance with the Article 13. of the **Contract**.
- 3.3 The **Parties** mutually agree that this **Annex** shall be deemed entered into after it has been signed by both **Parties**.
- 3.4 This **Annex** is executed in 2 (two) identical originals, one for each **Party**.

For the Buyer:

Tomislav Debeljak,
President of the Management Board

For the Seller:
KUMERA Getriebe GmbH
Bonner Straße 38
53842 ~~Wittlich~~ / Germany

Ralf Wöllert Tel.: +49 (0) 2041 983 - 0
Head of Sales and Service Email: kumera.getriebe@kumera.de
April, 28th, 2020



Kumera Getriebe GmbH, Bonner Strasse 38, D-53842 Tr
Brodosplit JSC
Put Supavla 21
21000 Split
Croatia

Kumera Getriebe GmbH
Bonner Straße 38
D-53842 Troisdorf
kumera.getriebe@kumera.com

Original

06.05.2020

Page 1

PARTIAL INVOICE No.: 7108550

Order No.	Contract No. 23400
Order date	11.02.2020
Customer No.	111116
Your VAT-No.	HR18556905592
Commission Nr.	5105781
Our ref.	Michelon
Delivery date	17.07.2020

Delivery address:

Brodosplit JSC
Put Supavla 21
21000 Split
Croatia

Dear Sirs,

please settle the following invoice according to the terms of payment you can find at the end of the invoice:

Pos.	Article No. / Description	QTY	Unit price EUR	Total price EUR
1,0	998 Partial payment Drawing: Drawing:	1,0	pc. 280.345,00	280.345,00
Material:				

Subtotal: 280.345,00



PARTIAL INVOICE No.: 7108550

06.05.2020

Page 2

Pos.	Article No. / Description	QTY	Unit price EUR	Total price EUR
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Net weight:

Commodity Code:

Delivery terms:

DAP, Delivered At Place acc. Incoterms 2020, Put Supavla 21,
21000 Split, Croatia, incl. packaging

Payment terms:

- the 1st instalment of 10% of the Contract Price the Buyer shall pay within 20 days after the date of this Contract, but not before receipt of a refund guarantee provided by the Seller in the aggregate amount of advance payments payable by the Buyer hereunder, in form and substance as per Annex "B" to this Contract, and issued by a bank or insurance company acceptable to the Buyer.
 - the 2nd instalment of 5% of the Contract Price the Buyer shall pay within 20 days after the delivery of the Necessary installation drawings according to Article 2.1 of this Contract, but not before receipt of a Refund guarantee provided by the Seller in the aggregate amount of advance payments payable by the Buyer hereunder, in form and substance as per Annex "B" to this Contract, and issued by a bank or insurance company acceptable to the Buyer.
 - the 3rd instalment of 65% of the Contract Price the Buyer will pay after successfully performed FAT and not before the Refund Guarantee and Warranty Guarantee are submitted to the Buyer pursuant to Article 9 of this Contract, Payment releases delivery.
- (1st, 2nd and 3rd installments hereinafter referred to as the Advance Payment)
- 4th instalment of 10 % of the Contract Price the Buyer will pay after successfully performed acceptance of the Equipment in accordance with Article 4.3 of this Contract or after successfully performed commissioning of the Equipment (HAT)/after successfully performed sea trial (SAT), but no later than 6 months after delivery of the new building 485.
 - 5th instalment of 10 % of the Contract Price the Buyer will pay after delivery of the vessel to the final customer, but not later than 9 months after delivery of the new building 485."

Subtotal: 280.345,00



PARTIAL INVOICE No.: 7108550

06.05.2020

Page 3

Pos.	Article No. / Description	QTY	Unit price EUR	Total price EUR
	Value of goods:	0,00	EUR	
	Down payments	280.345,00	EUR	
	Value net:	280.345,00	EUR	
	VAT 0,00%	0,00	EUR	
	Value of invoice gross	280.345,00	EUR	

Delivery terms: Delivered At Place, DAP acc. Incoterms 2010

Payment terms: Payment as mentioned in text

Please address your bank transfer to following account:

Commerzbank AG
Bank Code: 38040007
Account No.: 124 3294 00
SWIFT-BIC: COBA DE FF XXX
IBAN: DE50 3804 0007 0124 3294 00

Cheque payments are considered received on value date of the bank.

Payment is considered made when credited to one of our accounts.



Kumera Getriebe GmbH, Bonner Strasse 38, D-53842 Tr

Brodosplit JSC
Put Supavla 21
21000 Split
Croatia

Kumera Getriebe GmbH

Bonner Straße 38
D-53842 Troisdorf
kumera.getriebe@kumera.com

Original

28.09.2020

Page 1

PARTIAL INVOICE No.: 7108880

Order No.	Contract No. 23400 (4)
Order date	11.02.2020
Customer No.	111116
Your VAT-No.	HR18556905592
Commission No.	5105781
Your contact	Silvana Michelin
Phone	+49(0)2241-988-176
E-Mail	silvana.michelon@kumera.com
Delivery date	22.03.2021

Delivery address:

Brodosplit JSC
Put Supavla 21
21000 Split
Croatia

Dear Sirs,

please settle the following invoice according to the terms of payment you can find at the end of the invoice:

Pos.	Article No. / Description	QTY	Unit price EUR	Total price EUR
1,0	998 Partial payment Drawing: Index:	1,0	pc. 43.130,00	43.130,00
Material:				
Subtotal:				43.130,00

Kumera Getriebe GmbH
Rechtsform/ Legal form: Gesellschaft mit beschränkter Haftung
Firmensitz/ Registered seat: Troisdorf, Germany
Firmenbuchgericht/ Court of registry: Amtsgericht Siegburg
Firmenbuchnummer/ Company registration: HRB 15647
UID: DE318935764

Geschäftsführer / Managing Directors
Dr. Heinz-Peter Ehren / Jukka Kytälä
Kontakt / Contact
Tel.: + 49 (0) 2241 988 - 0
Fax: +49 (0) 2241 988 - 200
Email: kumera.getriebe@kumera.com

Commerzbank AG
IBAN: DE50 3804 0007 0124 3294 00
BIC: COBADEFFXXX
Nordea Bank Oyj
IBAN: FI49 1730 3000 0090 26
BIC: NDEAFIHH

PARTIAL INVOICE No.: **7108880**

28.09.2020

Page 2

Pos.	Article No. / Description	QTY	Unit price EUR	Total price EUR
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Net weight:

Commodity Code:

Payment terms:

- 4th instalment of 10% of the contract price the Buyer will pay after successfully performed acceptance of the Equipment in accordance with Article 4.3 of this contract or after successfully performed commissioning of the Equipment (HAT)/ after successfully performed sea trial (SAT), but not later than 6 month after delivery of the gear box.

Value of goods:	0,00 EUR
Down payments	43.130,00 EUR
Value net:	43.130,00 EUR
VAT 0,00%	0,00 EUR
Value of invoice gross	43.130,00 EUR

Delivery terms: Delivered At Place, DAP acc. Incoterms 2010

Payment terms: immediately due net

Please address your bank transfer to following account:

Commerzbank AG
 Bank Code: 38040007
 Account No.: 124 3294 00
 SWIFT-BIC COBA DE FF XXX
 IBAN DE50 3804 0007 0124 3294 00

Cheque payments are considered received on value date of the bank.

Payment is considered made when credited to one of our accounts.



Kumera Getriebe GmbH, Bonner Strasse 38, D-53842 Troisdorf

Brodosplit JSC
Put Supavla 21
21000 Split
Croatia

Kumera Getriebe GmbH
Bonner Straße 38
D-53842 Troisdorf
kumera.getriebe@kumera.com

Original

25.09.2020

Page 1

PARTIAL INVOICE No.: 7108882

Order No.	Contract No. 23400
Order date	11.02.2020
Customer No.	111116
Your VAT-No.	HR18556905592
Commission No.	5105781
Your contact	Silvana Michelin
Phone	+49(0)2241-988-176
E-Mail	silvana.michelon@kumera.com
Delivery date	25.09.2020

Delivery address:

Brodosplit JSC
Put Supavla 21
21000 Split
Croatia

Dear Sirs,

please settle the following invoice according to the terms of payment you can find at the end of the invoice:

Pos.	Article No. / Description	QTY	Unit price EUR	Total price EUR
1,0	2037183 Gearbox Drawing: 20028800-001 Index:	1,0	pc. 431.300,00	431.300,00
Material:				
Subtotal:				431.300,00

Kumera Getriebe GmbH
Rechtsform/ Legal form: Gesellschaft mit beschränkter Haftung
Firmensitz/ Registered seat: Troisdorf, Germany
Firmenbuchgericht/ Court of registry: Amtsgericht Siegburg
Firmenbuchnummer/ Company registration: HRB 15647
UID: DE318935764

Geschäftsführer / Managing Directors
Dr. Heinz-Peter Ehren / Jukka Kytälä
Kontakt / Contact
Tel.: + 49 (0) 2241 988 - 0
Fax: +49 (0) 2241 988 - 200
Email: kumera.getriebe@kumera.com

Commerzbank AG
IBAN: DE50 3804 0007 0124 3294 00
BIC: COBADE33XXX
Nordea Bank Oyj
IBAN: FI49 1730 3000 0090 26
BIC: NDEAFIHH

PARTIAL INVOICE No.: 7108882

25.09.2020

Page 2

Pos.	Article No. / Description	QTY	Unit price EUR	Total price EUR
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Net weight: 22.500,000

Gross weight: 23.700,000

Commodity Code: 8483 40 21

Payment terms:

- 1st instalment of 10% of the Contract Price the Buyer shall pay within 20 days after the date of this Contract, but not before receipt of a refund guarantee provided by the Seller in the aggregate amount of advance payments payable by the Buyer hereunder, in form and substance as per Annex "B" to this Contract, and issued by a bank or insurance company acceptable to the Buyer.

- 2nd instalment of 5% of the Contract Price the Buyer shall pay within 20 days after the delivery of the Necessary installation drawings according to Article 2.1 of this Contract, but not before receipt of a Refund guarantee provided by the Seller in the aggregate amount of advance payments payable by the Buyer hereunder, in form and substance as per Annex "B" to this Contract, and issued by a bank or insurance company acceptable to the Buyer.

- 3rd instalment of 65% of the Contract Price the Buyer will pay after successfully performed FAT and not before the Refund Guarantee and Warranty Guarantee are submitted to the Buyer pursuant to Article 9 of this Contract, Payment releases delivery.

(1st, 2nd and 3rd instalments hereinafter referred to as the Advance Payment)

- 4th instalment of 10 % of the Contract Price the Buyer will pay after successfully performed acceptance of the Equipment in accordance with Article 4.3 of this Contract or after successfully performed commissioning of the Equipment (HAT)/after successfully performed sea trial (SAT), but no later than 6 months after delivery of the Equipment by the Seller to the Buyer.

- 5th instalment of 10 % of the Contract Price the Buyer will pay after delivery of the vessel to the final customer, but not later than 9 months after delivery of the Equipment by the Seller to the Buyer.

1,0	999	1,0	pc.	43.130,00-	43.130,00-
	Downpayment				
	Drawing:		Material:		
	Index:				
	Rechnung - Anzahlung 7108388 / 1 / 13.02.2020				

Subtotal: 388.170,00

Kumera Getriebe GmbH
Rechtsform/ Legal form: Gesellschaft mit beschränkter Haftung
Firmensitz/ Registered seat: Troisdorf, Germany
Firmenbuchgericht/ Court of registry: Amtsgericht Siegburg
Firmenbuchnummer/ Company registration: HRB 15647
UID: DE318935764

Geschäftsführer / Managing Directors
Dr. Heinz-Peter Ehren / Jukka Kytälä
Kontakt / Contact
Tel.: + 49 (0) 2241 988 - 0
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Email: kumera.getriebe@kumera.com

Commerzbank AG
IBAN: DE50 3804 0007 0124 3294 00
BIC: COBADE33XXX
Nordea Bank Oyj
IBAN: FI49 1730 3000 0090 26
BIC: NDEAFIHH

PARTIAL INVOICE No.: **7108882**

25.09.2020

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Pos.	Article No. / Description	QTY	Unit price EUR	Total price EUR
1,0	998 Partial payment Drawing: Index: Teilrechnung 7108880 / 1 / 24.09.2020	1,0	pc. 43.130,00-	43.130,00-

Value of goods: 431.300,00 EUR

Down payments 388.170,00- EUR

Value net: 43.130,00 EUR

VAT 0,00% 0,00 EUR

Value of invoice gross 43.130,00 EUR

Complaints

have to take place after receiving of the goods latest 8 days.

Packing

occures to the extent that it is necessary and will be invoiced. At return shipment free of charge in immaculate condition occurs a credit note with an amount of 50 percent of reservation of proprietary rights.

Reservation of proprietary rights

The goods stay our propriety till complete payment.

Place of performance

for delivery and payment is Troisdorf-Germany.

Invoices within the European Community are free from V.A.T. according to the law § 4 No. 1B German Income tax law (UstG).

We kindly ask for Confirmation of arrival according to law § 17a UStDV (Value added tax implementing regulation of the Federal Republic of Germany)

Delivery terms: Delivered At Place, DAP acc. Incoterms 2010

Payment terms: immediately due net

Please address your bank transfer to following account:

Commerzbank AG

Bank Code: 38040007

Account No.: 124 3294 00

SWIFT-BIC COBA DE FF XXX

IBAN DE50 3804 0007 0124 3294 00

Cheque payments are considered received on value date of the bank.

Payment is considered made when credited to one of our accounts.

Invoice	Value	Dated	Sent	due date	paid	amount paid	Open	Note
invoice no.	value	dated	sent	due date	date paid	amount paid	open	note
7108388	43 130.00 €	13.2.2020	27.2.2020		10.6.2020	43 130.00 €	- €	1st instalment 10% of contract price
7108423	21 565.00 €	4.3.2020	4.3.2020		9.7.2020	21 565.00 €	- €	2nd instalment 5% of contract price
7108550	280 345.00 €	6.5.2020		1.6.2020		na	280 345.00 €	3rd instalment 65% of contract price
7108880	43 130.00 €	28.9.2020	28.9.2020	31.1.2021		na	43 130.00 €	4th instalment 10% of contract price
7108882	43 130.00 €	25.9.2020	28.9.2020	29.3.2021		na	43 130.00 €	5th instalment 10% of contract price
total	431 300.00 €			28.6.2021		64 695.00 €	366 605.00 €	