



**PODACI O RAZLUČNOM PRAVU:**

Pravna osnova razlučnog prava

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Dio imovine na koji se odnosi razlučno pravo

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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

*[Handwritten signature]*  
**BUDIMIR & PARTNERI**  
advjetničko društvo d.o.o.  
advjetnik 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 poslovni brojem : St-273/2022

na tužbu (prijeđlog, 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, prijeđloge 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 potvrdu..

Pristajem (o) da ga za slučaj sprječenosti zamijeni: .....

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

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

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: .....

Troisdorf, 31.05.2022.  
Place , date

Kumera Getriebe GmbH, Troisdorf, Njemačka

Dr Heinz-Peter Ehren

Izvršni direktor / Managing director



Budimir & partneri  
odvjetničko društvo d.o.o.

Bihaćka 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

Priredna 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 FINANCIJA  
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 Supavlja 21, Split  
OIB: 18556905592

**DETALJAN OBRAČUN\***

Stavka	Napomena	Od	Do	Dana	Stopa	Uplate	Glavnica	Kamata	Ukupno
-	-	-	-	-	-	-	-	-	
<b>GLAVNICA</b>	s dospijećem	<b>31.01.2021</b>	20.05.2022				<b>280.345,00</b>		
-	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								<b>308.082,56</b>
-	-	-	-	-	-	-	-	-	
<b>GLAVNICA</b>	s dospijećem	<b>29.03.2021</b>	20.05.2022				<b>43.130,00</b>		
-	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								<b>46.875,33</b>
-	-	-	-	-	-	-	-	-	
<b>GLAVNICA</b>	s dospijećem	<b>28.06.2021</b>	20.05.2022				<b>43.130,00</b>		
-	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								<b>46.041,97</b>
-	-	-	-	-	-	-	-	-	
=====	=====	=====	=====	=====	=====	=====	<b>GLAVNICA</b>	<b>KAMATA</b>	<b>UKUPNO</b>

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

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

**BRODOSPLIT JSC**  
**Put Supavia 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 16<sup>th</sup> 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 Supavlja 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 Supavlja 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):

**30<sup>th</sup> 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 are may accrue to the seller by doing so will be covered by the buyer on cost level. A new delivery date have 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 month 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 1<sup>st</sup> 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 2<sup>nd</sup> 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 3<sup>th</sup>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**.

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

4<sup>th</sup>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.

5<sup>th</sup>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 singing 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 vessel's 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 beforehand. 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 10(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**

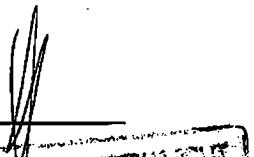
**19.1 The Parties hereby state that they are familiar with the rights and obligations arising from this Contract, and that they accept these same rights and obligations by concluding this Contract.**

**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  
  
GRODOSGRADEKA INDUSTRIE D.O.O.  
dioničko društvo, d.o.o.  
Title: President of the Management Board

Date: 10.01.2020

**SELLER:**

By: Ralf Woerner

Title: HEAD OF SALES AND SERVICE

Date: 31.01.2020

**Enclosure:**

Exhibit A

Exhibit B

Exhibit C

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.

29/7

2

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 if the guarantee.

Exhibit E

#### MATERIAL DECLARATION-IHM STATEMENT OF COMPLIANCE

20/18

2

**ANNEX no. 1.**  
**to the Contract No. 23400 as of 23<sup>rd</sup> 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 23<sup>rd</sup> 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 1<sup>st</sup> installment of the Contract Price is amended as follows:

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

*- the 1<sup>st</sup> 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 2<sup>nd</sup> 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 3<sup>rd</sup> 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.*

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

*4<sup>th</sup> 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.*

*5<sup>th</sup> 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**

~~Boerner Straße 38  
53842 Würselen / Germany~~  
**Ralf Wöller** Tel.: +49 (0) 2841 988 - 8  
Head of Sales and Service Email: [kumera.getriebe@kumera.de](mailto:kumera.getriebe@kumera.de)  
April, 20<sup>th</sup>, 2020



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**

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

Subtotal: 280.345,00



**PARTIAL INVOICE No.:** 7108550

06.05.2020

Page 2

Pos.	Article No. / Description	QTY	Unit price EUR	Total price EUR
------	------------------------------	-----	----------------	-----------------

Net weight:

Commodity Code:

Delivery terms:

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

Payment terms:

- the 1<sup>st</sup> 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 2<sup>nd</sup> 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 3<sup>rd</sup> 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.

(1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> installments hereinafter referred to as the Advance Payment)

- 4<sup>th</sup> 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.
- 5<sup>th</sup> 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."

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 Troisdorf

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 Michelon	
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

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 Kyttälä  
**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
------	---------------------------	-----	----------------	-----------------

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
<b>Value of invoice gross</b>	<b>43.130,00 EUR</b>

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**  
 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 Kyttälä  
**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: NDEAFIH



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 Michelon  
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

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 Kyttälä  
**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.:** **7108882**
**25.09.2020**
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<b>Pos.</b>	<b>Article No. / Description</b>	<b>QTY</b>	<b>Unit price EUR</b>	<b>Total price EUR</b>
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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.

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

**Subtotal:** **388.170,00**

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25.09.2020

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<u>Pos.</u>	<u>Article No. / Description</u>	<u>QTY</u>	<u>Unit price EUR</u>	<u>Total price EUR</u>
1,0	<b>998</b> Partial payment Drawing: Index: Teilrechnung 7108423 / 1 / 04.03.2020	1,0	pc. 21.565,00-	21.565,00-
1,0	<b>998</b> Partial payment Drawing: Index: Teilrechnung 7108550 / 1 / 06.05.2020	1,0	pc. 280.345,00-	280.345,00-
Subtotal:				86.260,00

**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 Kyttälä  
**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

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**25.09.2020**
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Pos.	Article No. / Description	QTY	Unit price EUR	Total price EUR
1,0	998 Partial payment	1,0 pc.	43.130,00-	43.130,00-
	Drawing:		Material:	
	Index:			
	Teilrechnung 7108880 / 1 / 24.09.2020			

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 occures 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	1.6.2020	9.7.2020	21 565,00 €	- €	2nd instalment 5% of contract price
7108550	280 345,00 €	6,5.2020		31.1.2021		na	280 345,00 €	3rd instalment 65% of contract price
7108880	43 130,00 €	28.9.2020	28.9.2020	29.3.2021		na	43 130,00 €	4th instalment 10% of contract price
7108882	43 130,00 €	25.9.2020	28.9.2020	28.6.2021		na	43 130,00 €	5th instalment 10% of contract price
total	431 300,00 €					64 695,00 €	366 605,00 €	