

CONTRACT REF.ª N.º 18_GPENAPOR_2022

**Mixed Contract for Supply/Provision of Docking Services
Praia Maria Tugboat
(Workshop overhaul of 2 x US205-CP Propeller hubs)**

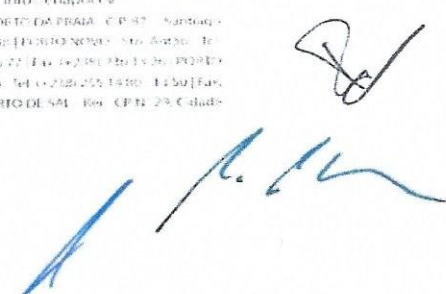
**Mindelo
- São Vicente Island -**

ENAPOR – National Port Administration Company

AND

GEBR. PAPROTTKA GMBH HAMBURG

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Between;

ENAPOR – NATIONAL PORT ADMINISTRATION COMPANY, S.A.,

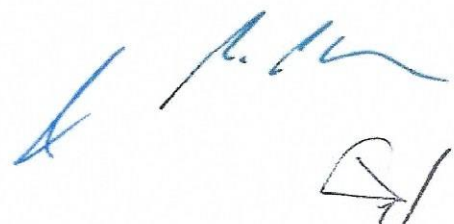
sited at Avenida Marginal, City of Mindelo, San Vicente Island, P. O. box 82, Holder of the Share Capital of 1,200,000,000\$00 (one billion and two hundred million Cape Verdean Escudos) fully paid up by the values of the company's patrimony, Taxpayer nº. 200487264, registered at the Commercial Registry Office of the 1st Class Region of San Vicente under nº. 1168, legitimately represented in this act by Mr. **Alcídio Nascimento Lopes**, married, bearer of ID Card nº. 219163, issued by the Civil and Criminal Identification Registry of San Vicente, holder of tax payer nº 121916391; and by Mr. **Ireneu Rosa de Azevedo Camacho**, single, bearer of ID Card nº. 129344, issued by the Civil Identification and Criminal Registry of San Vicente, holder of tax payer nº 165280263, acting as the Chairperson of the Board of Directors and Administrator respectively in the use of the statutory powers, with powers to oblige

- hereinafter referred to as "Customer" -

AND

GEBR. PAPROTTKA GMBH HAMBURG, headquartered at Gosslers Park 24, City of Hamburg, P.O. Box nº. 770 D-22567 Hamburg, which is fully paid for by the values of its assets, taxpayer nº DE263554998, herein legitimately represented in this act by Mr. **Alexander Paprottka**, holder of ID Card nº. L1TCRWX2M, tax id number 45613007827, as Chairman of the Board of Directors, with powers to oblige,

- hereinafter referred to as "Contractor" -

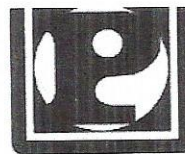


This Mixed Contract for Supply/Provision of Docking Services Praia Maria Tugboat, Workshop overhaul of 2 x US205-CP Propeller hubs and is duly signed in good faith and free will by the above-identified Grantors, according to the statutory power given upon them in their respective qualities, and shall be governed by the following clauses:

Clause One
(Object)

1. The purpose of this contract is the Workshop overhaul of 2 x US205-CP Propeller hubs, of the Tugboat Praia Maria, IMO 9784817, within the scope of the docking process for Special Inspection of the said Tugboat, in accordance with the following:
 - 1.1. **Supply of accessories** for Workshop overhaul of 2 x US205-CP Propeller hubs in accordance with the proposal submitted with the reference **Offer N° 8022/22-4, dated February 02, 2022;**
 - 1.2. **Provision of technical assistance services** in accordance with the proposal submitted with the reference **Service Offer N° 8022/22-4 dated February 02, 2022;**
2. This contract is composed of its respective clauses and its annexes, which include the following elements:
 - 2.1. clarifications and corrections to the documents of the procedure;
 - 2.2. the Specifications;
 - 2.3. the Tender Program;
 - 2.4. the awarded proposal; and
 - 2.5. the clarifications on the awarded bid, provided by the Contractor.



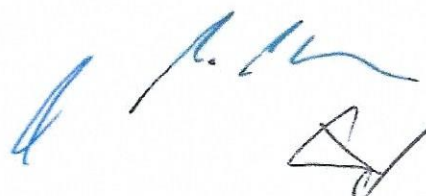


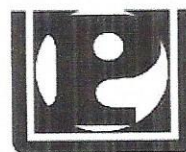
Clause Two
(Contract Price)

1. The global contractual price, identified in **paragraph 1.1 and 1.2** of the previous clause, is **€81.535,00** (eighty one Thousand and five hundred thirty-five euros) according to **Offer N° 8022/22-4, dated February 02, 2022;**
2. The final price is the result of application of unit prices to the quantities of work actually performed.

Clause Three
(Payment)

1. EUR 18.000,00 downpayment on order placement;
2. EUR 18.000,00 payment on receipt of parts in workshop;
3. EUR 18.000,00 against receipt of service report;
4. EUR 18.000,00 when goods are packed and ready for pickup at workshop against packing list;
5. Balance amount against final invoice payable within 30 days after receipt of invoice.
6. In case of disagreement with the amounts indicated in the invoice, the Customer, shall communicate this fact to the Contractor in writing and within 24 (twenty-four) hours after receipt of the respective invoice, being the Contractor to provide the necessary clarifications or to issue a new corrected invoice.
7. Non-payment of the disputed amount does not earn default interest or justify the suspension of the supply of goods by the Contractor, nevertheless, the Customer must pay the uncontested amount.
8. Customer reserves the right, without prejudice to the right to penalties and compensation under the general terms of the legislation in force, to suspend the payment above referred to, whenever the Contractor is not complying with its contractual obligations.



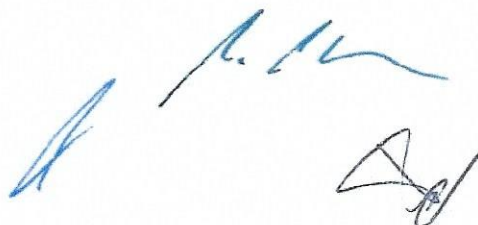


**Clause Four
(Scope Of Work)**

1. Contractor agrees to provide overhaul of 2 x US205-CP Propeller hubs as per Service **Offer N° 8022/22-4, dated February 02, 2022.**
2. Machining and welding of parts (unless otherwise stated in scope of supply). Any machining and/or welding works on propeller blades and hubs, not specified in Scope of Supply) will be invoiced separately according to valid rates and Terms & Conditions. Any service not included in the Scope of Work.

**Clause Five
(Contractor Responsibilities)**

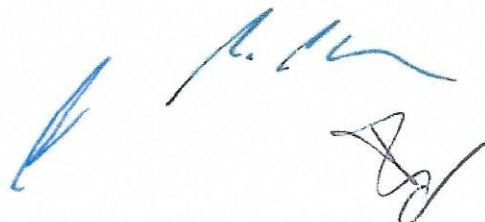
1. The Contractor **shall guarantee the supply of genuine accessories** from the manufacturer.
2. The supply of defective accessories or those that do not correspond to the real needs shall be the Contractor responsibility, in which case the costs regarding the correct replacement of the accessories shall be carried out at its expense;
3. The Contractor undertakes to perform the services object of this contract, with zeal and professionalism in strict compliance with the rules that regulate the nature of its area of intervention;
4. In the event of non-compliance with the supply of goods and the provision of services subject to this contract, the Contractor will respond to the Customer

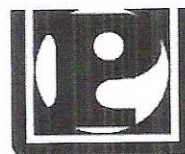


under the general terms the legislation in force;

Clause Six
(Force Majeure - Delays and Interruption Of The
Work)

Neither Party will be liable for any delay or failure to perform its obligations under the Order if the delay or failure results from an event of Force Majeure. Force Majeure means an event that was not foreseeable by the affected Party at the time of execution of the Order, is unavoidable and outside the reasonable control of the affected Party, provided that it cannot overcome such event despite all reasonable efforts, including without limitation fire, earthquake, flood, storm, strikes and other labour interruption or disturbances, riot, war, transportation damage or delay, labour or material shortages, acts of public authority, or delays or interference of Customer or site owner. The affected Party must provide notice to the other Party within 5 days from occurrence of the Force Majeure event. Should the suspension exceed 6 month(s) either Party shall be entitled to terminate the Order by notice in writing to the other Party without prejudice to the rights of either Party accrued up to the date of termination. If a Force Majeure event or other delay that Contractor is not responsible for exceed thirty days Contractor may terminate the Order forthwith by written notice without liability. Each Party shall use reasonable efforts to minimize the effects of such Force Majeure event.





Clause Seven
(Contractor Liability For Defects (Warranty))

1. The following warranties of Kongsberg maritime apply:

Description of Warranty	Standard Period
New Parts	12 months from date of delivery
Repair or servicing of Kongsberg Maritime supplied part at Kongsberg Maritime Service Centre to Kongsberg Maritime Specification	12 months from date of supply of Services

2. Any warranties given by Kongsberg Maritime under any relevant Binding Order shall immediately become void if:

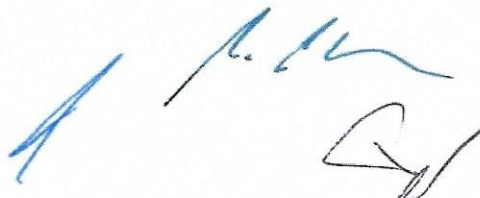
- (i) any part or component not supplied or not approved by Kongsberg Maritime has been installed on any Kongsberg Maritime supplied part, and/or;
- (ii) any installation, repair and / or maintenance work is carried out on any Kongsberg Maritime supplied part without being in accordance with the instructions, guidelines or specifications of Kongsberg Maritime,

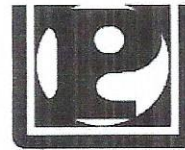
3. any Kongsberg Maritime shall have no obligation or liability with respect to such supplied Part under any relevant Binding Order or otherwise.

4. Contractor warrants to Customer that the Work will be performed in a competent, diligent manner and in accordance with generally accepted standards for such services.

Clause Eight
(Sole Remedy)

To the extent permitted by law Contractor's sole obligation and Customer's sole remedy if the Work is nonconforming is limited to the re-performance by Contractor of





such work at Contractor's cost. Customer shall at his own expense arrange for any dismantling and reassembly of equipment other than the parts or equipment concerned, to the extent that this is necessary to remedy the defect. This clause sets forth the exclusive remedies for claims based upon nonconformity of the Work performed, whether the claim is in contract, warranty, tort (including active or passive negligence) or otherwise. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Contractor is willing and able to reperform nonconforming Work within a reasonable time after Customer demonstrates that nonconformance exists.

Clause Nine
(Jurisdiction)

For any litigation related to the contract, namely regarding its validity, interpretation or application, the District Court of São Vicente will have jurisdiction.

Clause Ten
(Applicable legislation)

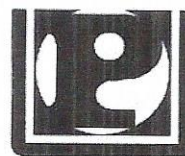
In everything that is not expressly foreseen in this contract, the dispositions contained in the Public Contracting Code, the Legal Regime of Administrative Contracts, and subsidiarily if necessary, any legislation within the Cape Verdean legal system will be applied.

The Parties hereby declare that they accept this Agreement with all its clauses, terms, conditions and obligations, of which they are fully aware and to which they are bound.

This Agreement, consisting of 09 (nine) pages, is made in 2 (Two) copies, one for each of the parties, being the identified Annexes an integral part of it, all of them duly signed by the parties.

Written in the City of Mindelo, on the 19 (nineteen) of April of the year of two





thousand and twenty-two.

   
Alcídio Nascimento Lopes Ireneu Rosa de Azevedo Camacho
Chairman of the Administration Board Executive Administrator

Contractor
GEBR. PAPROTTKA GMBH HAMBURG
 **GEBR. PAPROTTKA GMBH**
GOSSLERS PARK 24 · D-22587 HAMBURG
Alexander Paprottka
General Director