

O.d.G. del _____

PROPOSTA DI DELIBERAZIONE DEL CONSIGLIO DI AMMINISTRAZIONE N°-----¹

Delibera n°

del

Oggetto: Incarico di Progettazione preliminare studio di fattibilità per il trasporto passeggeri a basso impatto ambientale. – Determinazioni.

ALLEGATI/NOTE:

Allegato 1: nota n. 2625/2020

Allegato 2: nota n. 20914/2021

Allegato 3: nota n. 21793/2021

Premesso che:

- in data 10/02/2020 la Società indirizzava alla Regione Puglia la nota n. 2625/2020, relativa all'ipotesi progettuale di realizzazione di servizi di trasporto pubblico urbano mediante idrovie finalizzato a migliorare qualitativamente il livello del servizio offerto alla città di Taranto;
- vi è la necessità di conseguire finanziamenti per la realizzazione dei progetti volti all'introduzione di sistemi di trasporto pubblico urbano integrativi ed alternativi a quelli svolti con autobus;
- gli orientamenti contenuti nel PUMS del Comune di Taranto prevedono la possibilità di implementazione di un trasporto pubblico locale mediante idrovie, denominato "metrò del mare";
- al superamento della pandemia, la Società ha ritenuto di proseguire nel solco già tracciato e sono state avviate le attività di ricerca di Società idonee a effettuare un serio studio di fattibilità per il trasporto passeggeri a basso impatto ambientale;
- in data 10/11/2021, con nota annessa al protocollo aziendale al numero 20914/2021, perveniva all'indirizzo del Direttore Tecnico, ing. Mauro Piazza, offerta di "Ruggiero S.r.L. – Naval Architects & Marine Engineers";
- in data 23/11/2021, con nota annessa al protocollo aziendale al numero 21793/2021, perveniva all'indirizzo del Direttore Tecnico, ing. Mauro Piazza, offerta di "Sea Style Company S.p.A.";

Considerato che:

- l'Amministrazione Comunale ha a più riprese sollecitato la realizzazione del progetto anche attraverso il ricorso ai finanziamenti del PNRR;

Dati atto che:

- gli orientamenti contenuti nell'attuale PUMS di Taranto prevedono la possibilità dell'implementazione di un servizio di trasporto pubblico locale mediante idrovia, denominato "Metrò Marittimo";

Rilevata:

- l'urgenza di procedere ad una accelerazione dell'affidamento di progettazione e che, a tal proposito, il nuovo codice dei contratti prevede, nell'art. 50 comma 1, lettera b, l'affidamento diretto dei servizi e forniture, ivi compresi i servizi di ingegneria e architettura e l'attività di progettazione, di importo inferiore a 140.000 euro;
- che sono stati consultati i sopra citati n° 02 operatori economici, scelti tra soggetti in possesso di documentate esperienze pregresse idonee all'esecuzione delle prestazioni contrattuali;

DELIBERA

1. Di autorizzare l'affidamento alla Società _____ ai sensi dell'art. 50, comma 1, lettera b, del codice dei contratti;
2. Di autorizzare la Direzione generale, la Direzione Tecnica e l'Unità contratti ed acquisti per l'assunzione di ogni atto connesso e conseguente.



Taranto , lì 10 Febbraio 2020

- Al Sig. **Presidente Giunta Regionale Pugliese**
Dr. Michele Emiliano
- Al Sig. **Assessore Trasporti – Reti e Infrastrutture**
Regione Puglia
Avv. Giovanni Giannini
- Al Sig. **Sindaco di Taranto**
Dr. Rinaldo Melucci
- Al Sig. **Assessore Società Partecipate**
Comune di Taranto
Dr. Paolo Castronovi
- Al Sig. **Assessore Urbanistica e Mobilità**
Comune di Taranto
Dr. Augusto Ressa
- Al Sig. **Assessore Polizia Locale – Sicurezza Urbana**
Comune di Taranto
Dr. Gianni Cataldino
- Al Sig. **Assessore Lavori Pubblici**
Comune di Taranto
Arch. Ubaldo Occhinegro

Oggetto: IPOTESI PROGETTUALE DI REALIZZAZIONE DI SERVIZI DI TRASPORTO PUBBLICO URBANO MEDIANTE IDROVIE.

Alla luce della possibilità di conseguire finanziamenti per la realizzazione di progetti volti all'introduzione di sistemi di trasporto pubblico urbano integrativi e alternativi a quelli svolti con autobus e tenuto conto degli orientamenti contenuti nel PUMS di Taranto, che prevede la possibilità dell'implementazione di un servizio di trasporto pubblico locale mediante idrovia, denominato "Metrol Marittimo", qui di seguito si riporta una proposta progettuale di realizzazione dei servizi in parola.

⇒ **DESCRIZIONE DEL SERVIZIO E INTERVENTI STRUTTURALI NECESSARI:**

- Collegamenti giornalieri feriali, con frequenza ogni 20 minuti, tra: **San Vito** (pontile Mariscuola); **Pontile Cittadella delle Imprese (CCIAA)**; **Pontile Rota** (Lungomare); **Banchina Torpediniere**; **Piazzale Democrate**. Tempo singola corsa 30 minuti.
- Implementazione di servizi navetta a mezzo autobus che colleghino l'abitato di Lama, San Vito e Talsano con l'imbarco dal pontile Mariscuola e viceversa.
- Periodo di effettuazione: tutto l'anno nei giorni feriali.



- Realizzazione di area di parcheggio in V.le del Tramonto, presso l'imbarco di San Vito.
- Ripristino dell'approdo di V.le del Tramonto (Mariscuola).
- Realizzazione di approdo presso Cittadella delle Imprese.
- Ripristino del Pontile Rota.
- Adeguamento approdo Banchina Torpediniere.
- Adeguamento approdo Piazzale Democrate.

⇨ **PROGRAMMA DI ESERCIZIO:**

- Percorso: San Vito – Cittadella delle Imprese – Pontile Rota – Banchina Torpediniere – P.le Democrate.
- Lunghezza del percorso: Km 10
- Lunghezza Andata e Ritorno: Km 20
- Velocità commerciale: 20 Km/h
- Tempo di percorrenza: 1h (30 minuti andata + 30 minuti ritorno) compresi tempi imbarco/sbarco.
- Navi occorrenti 4 (di cui 1 di scorta).
- N° corse giornaliere: 40
- Giorni di servizio annui: 300
- Km di servizio annui: 240.000

⇨ **PERSONALE OCCORRENTE:**

- 7 Equipaggi – ognuno composto da Comandante di Coperta; Direttore di macchina; 2 Marinai.

⇨ **ANALISI COSTI DI ESERCIZIO:**

PERSONALE	
1 COMANDANTE DI COPERTA (€ 40.000/anno)	40.000
1 DIRETTORE DI MACCHINA (€ 40.000/anno)	40.000
2 MARINAI (€ 27.000/anno procapite)	54.000
TOTALE COSTO ANNUO DI UN EQUIPAGGIO	134.000
TOTALE COSTO ANNUO DI 7 EQUIPAGGI	€ 938.000
AMMORTAMENTO UNITÀ NAVALI	
COSTO UNITARIO DI UNA NAVE €	3.000.000
COSTO COMPLESSIVO DI 4 NAVI €	12.000.000
COSTO ANNUO DI AMMORTAMENTO PER OGNI NAVE (15 anni)	200.000
TOTALE COSTO ANNUO DI AMMORTAMENTO DELLE 4 NAVI	€ 800.000
MANUTENZIONE UNITÀ NAVALI	
COSTO ANNUO DI MANUTENZIONE DI UNA NAVE €	200.000
TOTALE COSTO ANNUO DI MANUTENZIONE DELLE 4 NAVI	€ 800.00



CONSUMI DI GASOLIO	
COSTO GASOLIO PER 240.000 Km/anno IN NAVIGAZIONE (2,00€/Km)	€ 480.000
COSTO BUS NAVETTA DI COLLEGAMENTO LAMA – SAN VITO	
COSTO BUS NAVETTA ANNUO (trazione-personale) 4,00€/Km x 260.000 Km	€1.040.000
MANUTENZIONE IMBARCHI	
COSTO ANNUO MANUTENZIONE 5 IMBARCHI (San Vito-Cittadella Imprese-Rota-Stazione Torpediniere-Democrate)	€ 500.000

Dalla suddetta analisi dei costi di esercizio e manutenzione annuali deriva il seguente conto economico di gestione del nuovo servizio di idrovie.

⇨ **CONTO ECONOMICO NUOVO SERVIZIO IDROVIE:**

RICAVI	
CORRISPETTIVO CHILOMETRICO (20€/Km x 240.000 Km/anno)	€ 4.800.000
RICAVI DA TRAFFICO (20%)	€ 960.000
TOTALE RICAVI	€ 5.760.000
COSTI	
PERSONALE	€ 938.000
MANUTENZIONE NAVI	€ 800.000
GASOLIO IMBARCAZIONI	€ 480.000
MANUTENZIONE 5 IMBARCHI	€ 500.000
NAVETTE A MEZZO AUTOBUS	€ 1.040.000
AMMORTAMENTO 4 NAVI	€ 800.000
SPESE GENERALI (15%)	€ 683.700
TOTALE COSTI	€ 5.241.700
RISULTATO FINALE	
DIFFERENZA RICAVI – COSTI	€ 518.300
IMPOSTE	€ 124.392
UTILE	€ 393.908

Al sopra descritto quadro economico della gestione dovranno aggiungersi le spese per l'acquisto delle unità navali necessarie e le spese per le infrastrutture relative alla realizzazione / risistemazione degli approdi. Le spese per i suddetti investimenti sono così quantificate:

⇨ **INVESTIMENTI NECESSARI:**

4 NAVI (costo unitario € 3.000.000)	€ 12.000.000
ADEGUAMENTO IMBARCO PIAZZALE DEMOCRATE	€ 500.000



ADEGUAMENTO IMBARCO BANCHINA TORPEDINIERE	€ 500.000
COSTRUZIONE PONTILE ROTA	€ 1.500.000
COSTRUZIONE PONTILE CITTADELLA DELLE IMPRESE	€ 1.500.000
ADEGUAMENTO PONTILE SAN VITO (Mariscuola)	€ 1.000.000
TOTALE SPESE PER INVESTIMENTI	€ 17.000.000

Tanto si sottopone all'attenzione delle SS.LL. affinché possano essere avviate le doverose valutazioni circa la fattibilità del progetto illustrato del quale si allega planimetria esplicativa.

Riguardo all'attuale servizio marittimo del Comune di Taranto, si rammenta che con deliberazione della Giunta Regionale, n° 618 del 21/05/2007, veniva qualificato quale "servizio minimo di TPL" il servizio di trasporto marittimo nei mari di Taranto effettuato dall'AMAT. Con successiva deliberazione n° 780 del 13/05/2009, la Giunta Regionale estendeva la validità di tale servizio al periodo 1° Aprile – 15 Settembre riconoscendo una percorrenza complessiva annua di 8.217 Km.

Pertanto, si sottopone all'attenzione del Sig. Presidente e del Sig. Assessore ai Trasporti della Regione Puglia, la necessità che al Comune di Taranto, e di riflesso alla scrivente Società affidataria *in house* dei servizi di trasporto marittimo, siano confermati, indipendentemente dall'approvazione e dall'esecuzione del presente progetto, i servizi minimi di trasporto pubblico mediante idrovie nella medesima misura di cui alla deliberazione della Giunta Regionale n° 780/2009: cioè 8.217 Km/anno.

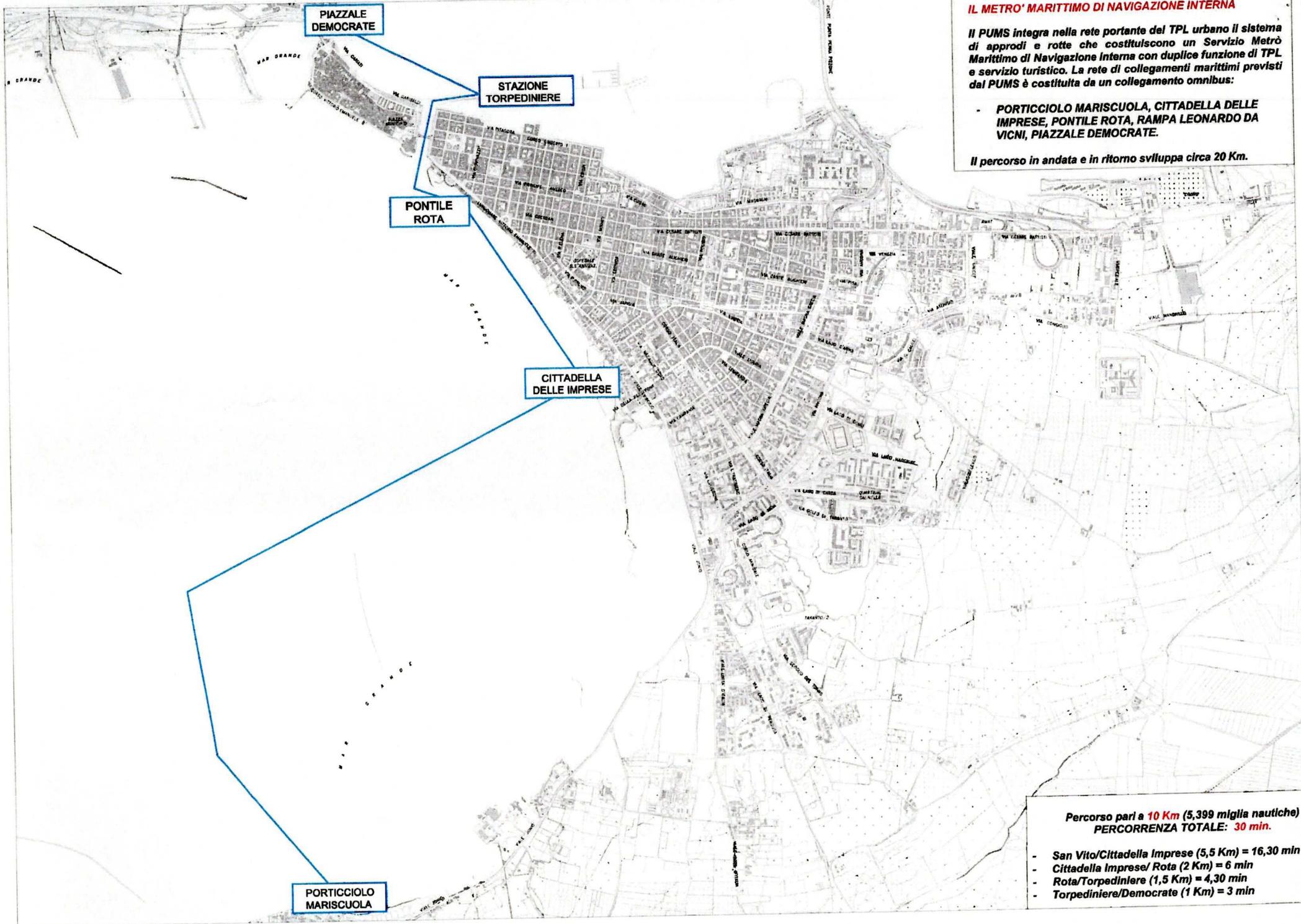
Tanto al fine di mantenere, comunque, inalterato l'attuale livello di servizio offerto alla Città di Taranto che, invece, in forza della deliberazione della Giunta Regionale n° 2304 del 09/12/2019, dovrebbe essere sottoposto ad un drastico taglio.

Inoltre, è ipotizzabile la realizzazione di collegamenti a mezzo motonavi con l'isola amministrativa di Taranto, posta lungo la Litoranea Salentina, intensamente frequentata nel periodo estivo stante la presenza di numerosi stabilimenti balneari. Tale collegamento, al momento delineato in linea di massima, consentirebbe di decongestionare tale area dall'intensissimo traffico veicolare privato che, nei mesi estivi, è causa di frequenti intasamenti e blocchi della circolazione stradale.

Su tale ultima ipotesi, della quale si allega una sintetica planimetria esplicativa, ci si riserva di presentare un progetto preliminare.

Restando a disposizione per gli ulteriori necessari approfondimenti, si porgono cordiali saluti.

LA PRESIDENTE
Avv. Giorgia Gira



IL METRO' MARITTIMO DI NAVIGAZIONE INTERNA

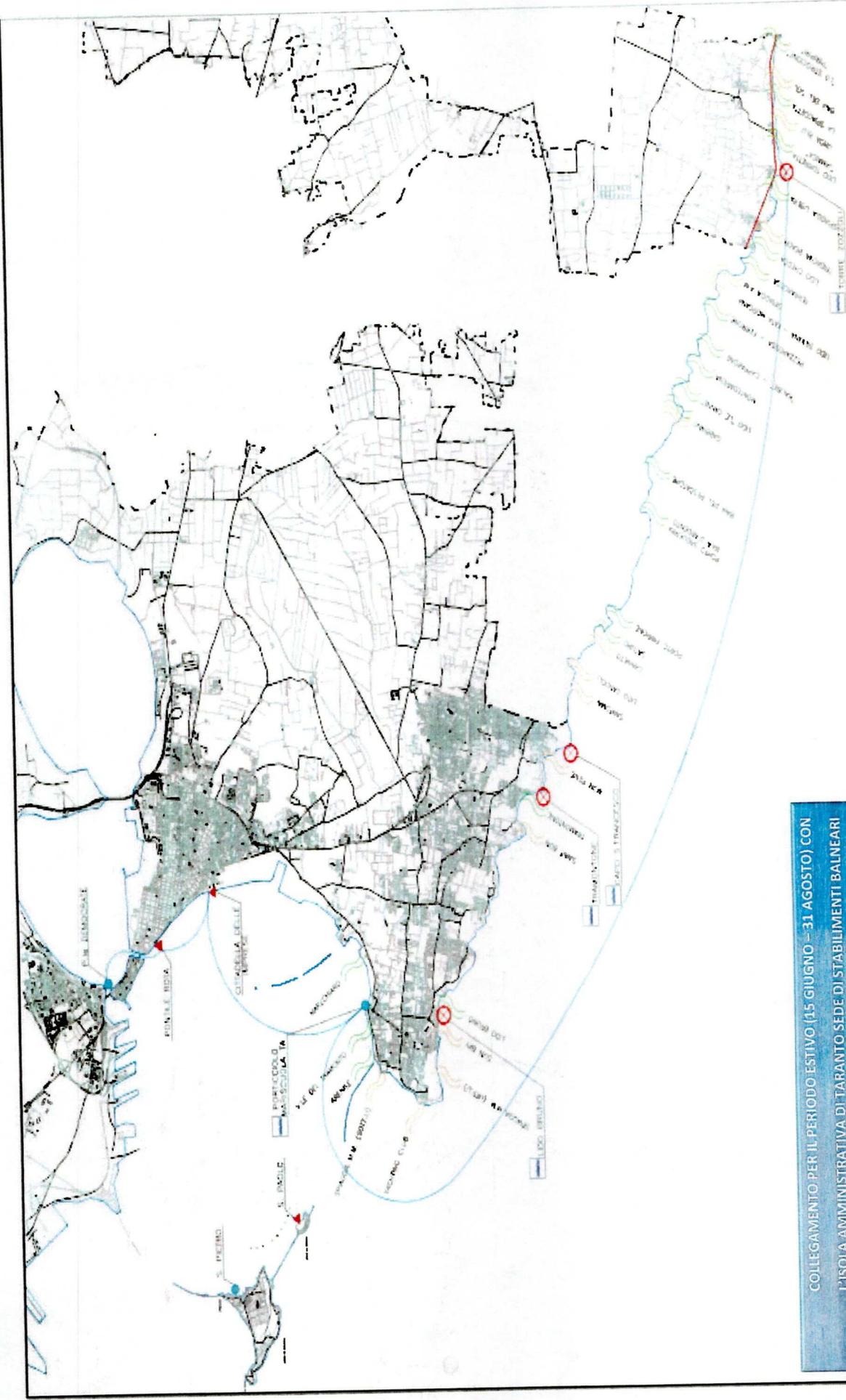
Il PUMS integra nella rete portante del TPL urbano il sistema di approdi e rotte che costituiscono un Servizio Metro Marittimo di Navigazione Interna con duplice funzione di TPL e servizio turistico. La rete di collegamenti marittimi previsti dal PUMS è costituita da un collegamento omnibus:

- PORTICCIOLO MARISCUOLA, CITTADELLA DELLE IMPRESE, PONTILE ROTA, RAMPA LEONARDO DA VICINI, PIAZZALE DEMOCRATE.

Il percorso in andata e in ritorno sviluppa circa 20 Km.

Percorso pari a 10 Km (5,399 miglia nautiche)
PERCORRENZA TOTALE: 30 min.

- San Vito/Cittadella Imprese (5,5 Km) = 16,30 min
- Cittadella Imprese/ Rota (2 Km) = 6 min
- Rota/Torpediniere (1,5 Km) = 4,30 min
- Torpediniere/Democrate (1 Km) = 3 min



**COLLEGAMENTO PER IL PERIODO ESTIVO (15 GIUGNO – 31 AGOSTO) CON
L'ISOLA AMMINISTRATIVA DI TARANTO SEDE DI STABILIMENTI BALNEARI
PERCORSO: P.LE DEMOCRATE – STAZIONE TORPEDINIERE – PONTILE ROTA
– CITTÀ DELLE IMPRESE – SAN VITO – TORRE ZOZZOLI (Lido Torretta)**
Km. 37 – tempo di navigazione 90 minuti



SEA STYLE
COMPANY
S.P.A.

SEA STYLE COMPANY S.P.A.
Massafra - S.S. 7 Appia Km 036,800
CAP 74016 tel. & fax: 099/2236176
P.IVA 03208050736

info@seastylecompany.com

Dedalo Navi Srl

Naval Architecture and Marine Engineering

Via G. Carducci 6 – Napoli 80121 Sede operativa: via M. Bakunin 16 –
Napoli 80125 dedalonavi@dedalonavi.it +39 0817282625



Via Stadera 51, Angri (Sa)
info@trejmarine.com
alfano@trejmarine.com

Gentili signori
Avv. Giorgia Gira
Presidente CdA di AMAT Spa, Taranto
ing. Mauro Piazza
Direttore Tecnico di Esercizio

Napoli 22 novembre 2021

Oggetto: Studio di fattibilità di un traghetto per il trasporto di passeggeri a basso impatto ambientale

Gentili signori,

facendo riferimento alle informazioni fornite negli scorsi giorni, proponiamo il seguente Studio di fattibilità finalizzato alla definizione delle caratteristiche principali di una unità per il trasporto passeggeri nelle acque limitrofe alla città di Taranto (Mar Piccolo, Mar Grande, isole Cheradi).

Descrizione dello studio

Lo studio sarà eseguito per un duplice scopo:

- identificare l'architettura più adatta al servizio e, definita questa,
- fornire una rappresentazione dell'unità con un livello di dettaglio sostanzialmente confrontabile ad un progetto preliminare.

L'identificazione dell'architettura (monocarena o pluriscafo) terrà conto, in dettaglio, dell'esercizio al quale l'unità sarà destinata. In particolare, si terrà conto

- delle condizioni meteomarine prevalenti,
- delle distanze da percorrere e delle autonomie desiderate,
- dei limiti dimensionali imposti dai fondali e dagli approdi,
- delle esigenze di manovrabilità,
- della frequenza delle fermate lungo i tragitti,
- dei regolamenti vigenti e delle norme imposte dall'autorità marittima locale.

Il livello di dettaglio fornito con il completamento dello studio sarà sufficiente per ottenere una attendibile – se pur provvisoria – identificazione del peso dell'unità, dato necessario per la quantificazione delle prestazioni e dei costi di costruzione.



Relativamente al contenimento dell'impatto ambientale, in base ai desiderata trasmessi – propulsione ibrida diesel-elettrica - ed ai limiti imposti dell'esercizio, sarà assicurato il più aggiornato stato dell'arte nella identificazione del migliore equilibrio fra l'energia elettrica accumulabile in batterie e minimo uso dei combustibili fossili.

Per lo studio si farà riferimento alle seguenti dimensioni (intese come di massima):

LOA 35 m
BOA 7.5 m
VMAX 11 kn
VCR 10 kn
Passeggeri 200

La relazione finale sarà integrata con i seguenti documenti:

1. Piani Generali e viste esterne renderizzate
2. Modello CAD 3D delle superfici della carena e delle sovrastrutture
3. Modello CAD 3D delle aree destinate ai passeggeri con immagini renderizzate
4. Modello CAD 3D del telaio strutturale principale
5. Proporzionamento provvisorio del telaio struttura principale
6. Sezione maestra 2D nella forma tipica dei disegni per i Registri di Classifica
7. Piano di compartimentazione e delle capacità
8. Calcoli di stabilità allo stato integro ed in falla in conformità alle prescrizioni dei Registri di classifica
9. Esponente dei pesi e dei carichi
10. Previsione delle prestazioni basate su simulazioni numeriche (CFD)
11. Bilancio elettrico basato su cicli di carico-scarico delle batterie
12. Studio della propulsione, con particolare riferimento alla soluzione ibrida (dimensionamento del pacco batterie, dei generatori, ecc.)
13. Modello fisico realizzato con prototipatrice rapida (stampa 3D) del modello finale realizzato, presumibilmente, nella scala 1/100.

Relativamente alle previsioni delle prestazioni, queste saranno finalizzate alla valutazione della resistenza al moto e sull'impatto idrodinamico della nave sulla costa. Dalla prima valutazione discenderà la previsione della potenza necessaria alla propulsione (potenza dei motori e quantità delle batterie da imbarcare), dalla seconda gli effetti delle onde prodotte dal moto della nave sulla linea costiera (normalmente ritenuto importante nei contesti urbani). In appendice sono mostrati due tipici output riferiti a quanto qui preciato.

La documentazione fornita sarà, ovviamente, da ritenersi provvisoria in quanto riferita allo stato di avanzamento del progetto che sarà da intendersi come *Progetto di Massima*.

Preventivo costi e tempi

Per tutto quanto sopra indicato il costo è di 62.000 € (sessanta due mila) più IVA se dovuta. Sarà parte integrante la fornitura un sopraluogo per l'analisi delle esigenze e dei vincoli osservabili sul posto. I



SEA STYLE
COMPANY
S.P.A.

SEA STYLE COMPANY S.P.A.
Massafra - S.S. 7 Appia Km 636,900
CAP 74016 tel. & fax: 099/2236176
P.IVA 03208050736

info@seastylecompany.com

pagamenti saranno così corrisposti:

- 35% all'ordine
- 25% alla consegna dei Piani Generali
- Il saldo alla consegna della documentazione completa.

Relativamente ai tempi di esecuzione del lavoro, questi saranno dipendenti dal momento in cui il lavoro sarà commissionato, Non di meno, riteniamo che saranno necessari circa 75 - 80 giorni lavorativi dall'acquisizione di tutte le informazioni necessarie all'esecuzione del lavoro. Si intendono esclusi tutti i costi derivanti da eventuali coinvolgimenti dei registri di classifica e da eventuali altre trasferte, nel caso queste dovessero risultare necessarie e con voi concordate. Come già specificato, il sopraluogo a Taranto è da intendersi a nostro carico ed avverrà nella data con voi concordata dopo il primo pagamento come sopra indicato.

Ringraziandovi per il cortese coinvolgimento, porgiamo distinti saluti.

per Sea Style Company S.p.A.

per Dedalo Navi

per 3JMarine ing. Giancarlo Raiola

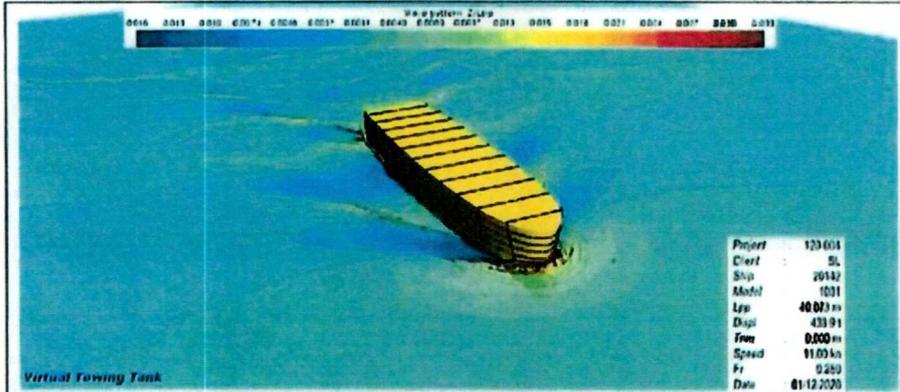


SEA STYLE
COMPANY
S.p.A.

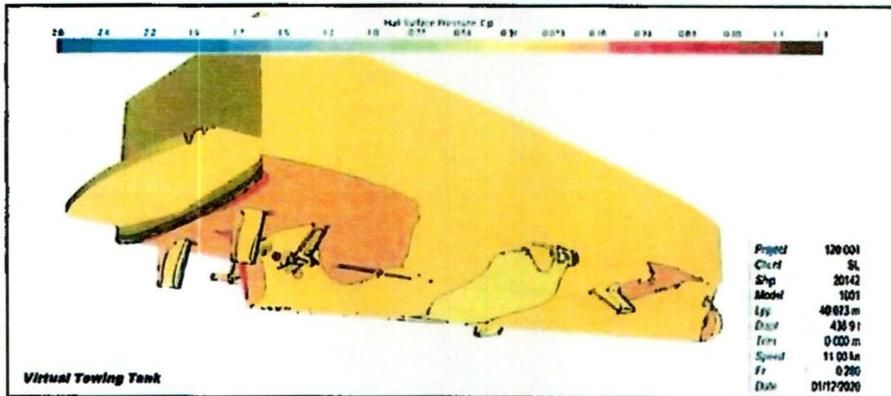
SEA STYLE COMPANY S.P.A.
Massafra - S.S. 7 Appia Km 636,800
CAP 74016 tel. & fax: 099/2236176
P.IVA 03208050736

info@seastylecompany.com

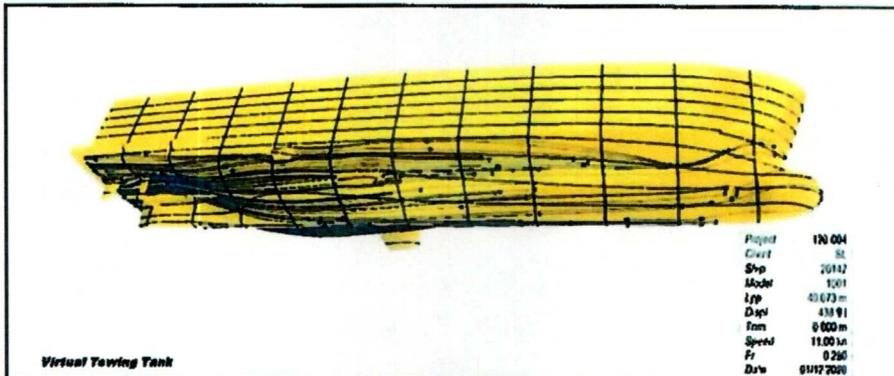
Appendice



Formazione ondosa; altezze d'onda indicate con scala cromatica



Distribuzione delle pressioni per l'ottimizzazione della carena



Individuazione delle linee di corrente per lo studio delle appendici

Amat S.p.A. Protocollo In entrata n. 0021793/2021 del 23/11/2021 10:02:33

I: Preventivo per studio di fattibilità di un traghetto per il traspo...

Oggetto: I: Preventivo per studio di fattibilità di un traghetto per il trasporto di passeggeri a basso impatto ambientale

Mittente: Presidente Cda <presidente@amat.ta.it>

Data: 23/11/2021, 09.33

A: "Ing. Mauro Piazza" <piazza@amat.ta.it>, vicepresidente <vicepresidente@amat.ta.it>, Consigliere <consigliere@amat.ta.it>, Direttore Amministrativo <carallo@amat.ta.it>, AMAT SpA <amat@amat.ta.it>

Da: Pasquale Di Napoli -Seastyle Company <commerciale@seastylecompany.com>

Inviato: lunedì 22 novembre 2021 12.48

A: Presidente Cda

Oggetto: Preventivo per studio di fattibilità di un traghetto per il trasporto di passeggeri a basso impatto ambientale

Buongiorno avv. Gira,
come da Sua gentile richiesta Le allego il preventivo per quanto in oggetto.

Mi permetto di allegarle:

- Comapny profile Dedalo Navi srl – nostro partner per la progettazione;
- Company profile Seastyle Comapny Spa;
- Reference List Seastyle Company Spa.

In attesa di un Suo gradito riscontro, colgo l'occasione per salutarLa cordialmente.

Pasquale Di Napoli
Commercial
Department

SEA STYLE COMPANY
S.S. 7 Appia, km 636,800
74016 Massafra (TA)
Tel/Fax 099 2236176
www.seastylecompany.com



SEA STYLE
C O M P A N Y S P A

—Allegati:—

REFERENCE LIST.docx	119 kB
rivista vari sicmi_2020 2.pdf	11,2 MB
PREVENTIVO STUDIO DI FATTIBILITA' 22.11.21.pdf	1,4 MB



Oggetto : Lettera di presentazione

La **Sea Style Company S.p.A.** nasce nel 2019, da esperienze ventennali maturate nel settore della cantieristica Navale ed in particolar modo nella costruzione di yacht sia in acciaio che in lega leggera.

Per la realizzazione di lavori si avvale di un organico formato da personale tale da permetterci di poter collaborare con i più importanti players mondiali quali:

- Azimut Benetti Spa;
- Sanlorenzo Yacht Spa;
- Tisg Spa;
- Baglietto Spa;
- Tankoa Spa.

L'organizzazione è sviluppata in modo da coprire tutte le fasi produttive per quanto concerne la costruzione di uno yacht, a partire dai disegni costruttivi, nesting, taglio e sagomatura lamiera, , realizzazione dello scafo e delle sovrastrutture sia in acciaio che alluminio, il tutto rispettando gli standard tecnici/qualitativi dei super yachts, ivi compreso la steel preparation e la raddrizzatura.

Di seguito alcune attività eseguite ed in corso per alcuni Clienti Italiani :

Attività eseguite.

BENETTI S.p.A.

- Costruzione di una sovrastruttura in alluminio per yacht da 58/63 mt denominata FB 258,
- Costruzione di una sovrastruttura in alluminio per yacht da 58/63 mt denominata FB 261
- Costruzione di una sovrastruttura in alluminio per yacht da 58/63 mt denominata FB 263
- Costruzione di una sovrastruttura in alluminio per yacht da 58/63 mt denominata FB 265
- Costruzione di una sovrastruttura in alluminio per yacht da 58/63 mt denominata FB 266
- Costruzione di un'imbarcazione da 58 mt composta da scafo in acciaio e sovrastruttura in alluminio FB 267;
- Costruzione di una sovrastruttura in alluminio per yacht da 58/63 mt denominata FB 259
- Costruzione di una sovrastruttura in alluminio per yacht da 58/63 mt denominata FB 268
- Costruzione di una sovrastruttura in alluminio per yacht da 107 mt denominata FB 275.
- Costruzione di una sovrastruttura in alluminio per yacht da 68 mt. denominata FB 269;
- Costruzione di uno scafo in acciaio per yacht da 57 mt denominata FB 271;
- Costruzione di un'imbarcazione da 50 mt composta da scafo in acciaio e sovrastruttura in alluminio FB 601;
- Costruzione di una sovrastruttura in alluminio per yacht da 65 mt denominata FB 270;



- Costruzione di una sovrastruttura in alluminio per yacht da 65 mt denominata FB 274;
- Costruzione di una sovrastruttura in alluminio per yacht da 50 mt denominata FB 704;
- Costruzione di un'imbarcazione da 37 mt composta da scafo in acciaio e sovrastruttura in alluminio BX 101;
- Costruzione di un'imbarcazione da 68 mt composta da scafo in acciaio e sovrastruttura in alluminio FB 278.

Attività in essere

- Costruzione di un'imbarcazione da 68 mt composta da scafo in acciaio e sovrastruttura in alluminio FB 284;
- Costruzione di una sovrastruttura in alluminio per yacht da 68 mt denominata FB 285;
- Costruzione di tre scafi in acciaio per yacht da 50 mt denominati FB 606 – FB 608- FB 610;
- Completamento di sovrastruttura in alluminio per yacht da 50 mt denominata FB 604;
- Completamento di sovrastruttura in alluminio per yacht da 50 mt denominata FB 604.

Attività eseguite.

TYSG S.p.A./NCA SpA

- Costruzione di una sovrastruttura in alluminio per yacht da 38 mt denominato NADARA 38 e completamento scafo in alluminio;
- Costruzione di un'imbarcazione completa in alluminio da 37 mt denominata IMPERO 37;
- Refitting di un'imbarcazione da 55 mt con scafo in acciaio e sovrastrutture in alluminio denominata REGALE;
- Refitting di un'imbarcazione da 35 mt con scafo in acciaio e sovrastrutture in alluminio denominata CLASSIQUE;
- Costruzione di una sovrastruttura in alluminio per yacht da 45 mt denominato ENTOURAGE;
- Refitting di un'imbarcazione da 84 mt denominata Quattroelle;
- Refitting bacino galleggiante;
- Refitting traghetto Ferrovie dello Stato;
- Costruzione di un'imbarcazione completa in alluminio da 40 mt denominata 572;
- Costruzione di una sovrastruttura in alluminio per yacht da 50 mt denominato 570;
- Costruzione di un'imbarcazione completa in alluminio da 40 mt denominata 574;
- Costruzione di un'imbarcazione completa in alluminio da 55 mt denominata 567;
- Costruzione di un'imbarcazione completa in alluminio da 37 mt denominata 571;
- Costruzione di un'imbarcazione completa in alluminio da 52 mt denominata 568;
- Completamento imbarcazione da 74 mt con scafo in acciaio e sovrastruttura in alluminio denominata 575;
- Costruzione di tre imbarcazione da 36 mt in alluminio denominata 580 – 581 – 582.
- Costruzione imbarcazione da 63 mt con scafo in acciaio e sovrastruttura in alluminio denominata 577.
- Costruzione imbarcazione da 75 mt con scafo in acciaio e sovrastruttura in alluminio denominata 584;



- Costruzione imbarcazione da 75 mt con scafo in acciaio e sovrastruttura in alluminio denominata 590;

Attività in essere

- Costruzione imbarcazione da 78 mt con scafo in acciaio e sovrastruttura in alluminio denominata 595.

Attività eseguite.

SANLORENZO SPA

- Costruzione sette imbarcazioni da 44 mt in alluminio denominate 133-135-137-139-145-151-153.
- Costruzione imbarcazione da 56 mt con scafo in acciaio e sovrastruttura in alluminio denominata 141;
- Completamento di scafo per yacht da 56 mt denominata 152.

L'organico, della sola divisione navale, conta 250 dipendenti suddivisi in :

- Project Manager;
- Direttori di linea;
- Capi barca;
- Uffici tecnici;
- Capi squadra;
- Carpenteri;
- Saldatori;
- Molatori;
- Generici .

In attesa di un incontro, per meglio illustrarvi quanto la Scrivente è in grado di fornirvi, l'occasione mi è gradita per porgerVi cordiali saluti.

Sea Style Company Spa

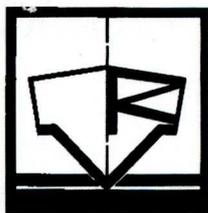
Dr. Pasquale Di Napoli



SEA STYLE
C O M P A N Y
S . P . A .

SEA STYLE COMPANY S.P.A.
Massafra - S.S. 7 Appia Km 636,800
CAP 74016 tel. & fax: 099/2236176
P.IVA 03208050736

info@seastylecompany.com



RUGGIERO S. r. l.

NAVAL ARCHITECTS & MARINE ENGINEERS

Piazza Rossetti 4/20 - 16129 GENOVA

Tel./Fax +39 010543807

E-mail: ruggierosrl.genova@gmail.com

Genova, 10/11/2021

Spett.le AMAT S.p.A-Taranto

Presidente CdA Avv. Giorgia Gira

C.A. Direttore Tecnico Esercizio: Ing. Mauro
Piazza

Oggetto: Offerta Progetto Preliminare/Studio di fattibilità per M/N passeggeri 35 mt circa
Gen.ma Sig.ra Avv. Giorgia Gira,

Ringraziamo per la fiducia accordataci, e con riferimento al colloquio intercorso durante la videochiamata del giorno 9/11/2021, nella quale abbiamo preso visione di quelle che potrebbero essere le esigenze di Amat, riteniamo di poter fornire lo studio preliminare/progetto di fattibilità di una tipologia di traghetto passeggeri, dotato di un apparato propulsivo in linea con le più moderne soluzioni adottate in ottica di riduzione delle emissioni ed in grado di svolgere un servizio multifunzionale. Esso potrà avere le seguenti caratteristiche: possibilità di trasporto passeggeri di linea, servizio di rappresentanza, collegamenti con località turistiche balneari nel Golfo di Taranto o nelle zone di interesse limitrofe.

Riteniamo pertanto di potervi formulare la nostra quotazione per lo svolgimento di un progetto preliminare e studio di fattibilità per un traghetto passeggeri avente le seguenti caratteristiche di massima:

Lunghezza fuori tutto	35 mt circa
Larghezza massima	7.5 mt circa
Velocità max	11 nodi circa
Velocità di crociera	10 nodi
Passeggeri	200 circa
Navigazione	(da definire con Ente di Classifica-Rina)
Propulsione	Diesel elettrica/ ibrida

Sede: P.zza Rossetti, 4/20 - Genova
C.F. e P. IVA. 03639990104 - C.C.I.A.A. Genova 366231

La tipologia finale di carena, se monocarena o multiscafo, potrà essere definita nel corso dello studio a noi affidato, come sarà dettagliato in seguito e in base all'analisi della logistica e quindi di eventuali necessità per fondali etc.

Analogamente lo studio del sistema propulsivo sarà da noi ottimizzato sulla base delle esigenze di Amat..

La nostra fornitura comprenderà pertanto:

1- Sopralluogo presso le aree interessate per la valutazione delle esistenti soluzioni di approdo e manovra, al fine di poter definire le caratteristiche principali del mezzo e valutare la potenziale ottimizzazione della logistica.

2-Definizione dimensioni principali e portata Lorda

3-Piano Generale preliminare

4- Vista esterna dell'unità, con esecuzione di modello 3D CAD , con almeno 3 viste degli esterni renderizzate.

5 – Sistemazione interni con 3 render 3D degli ambienti principali.

6-Esponente dei Pesi Preliminare

7-Sez. Maestra preliminare per la definizione preliminare della tipologia di struttura.

8-Piano della compartimentazione

9-Calcoli di stabilità preliminare con nave integra e nave danneggiata in conformità alle Richieste dei Regolamenti per la classifica proposta

10-Studio della propulsione preliminare

- Analisi CFD della carena preliminare, al fine di valutare le potenze richieste

- Scelta dei propulsori

- Scelta dei generatori di corrente e del dimensionamento preliminare pacco batterie

11-Valutazione bilancio energetico per soluzione ibrida (in manovra e sosta in porto)

12- Specifica Tecnica preliminare

Per quanto sopra la nostra richiesta è:

Euro 63.000,00 +Inarcassa 4% + Iva se dovuta

Modalità di pagamento:

- 50% alla conferma d'ordine a presentazione fattura
- 50% a saldo dopo consegna documentazione tecnica

Tempi di consegna:

- 90 giorni da ricevimento primo acconto.

Esclusioni:

Eventuali approvazione RINA

A nostro carico compreso nel preventivo un sopralluogo a Taranto con esame dei siti con imbarcazioni Amat in data da stabilire dopo eventuale accettazione da parte di Amat.

Validità dell'offerta: 10 dicembre 2021

In attesa di un riscontro, porgiamo

Distinti Saluti

Ruggiero srl

Prof.Ing.V.Ruggiero



Si allega

- Elenco progetti significativi della Ruggiero srl per navi commerciali.
- Curriculum del Prof.Vincenzo Ruggiero



RUGGIERO S.r.l.

NAVAL ARCHITECTS & MARINE ENGINEERS

Piazza Rossetti 4/20 - 16129 GENOVA

Tel./Fax +39 010543807

E-mail: ruggierosrl.genova@gmail.com

Lo Studio Ruggiero S.r.l. fondato nel 1974 dal Prof. Vincenzo Ruggiero, è specializzato nella progettazione di navi passeggeri veloci, navi militari, imbarcazioni speciali e motor yacht di lusso con oltre 330 progetti al suo attivo.

L'esperienza e la preparazione, unita all'affiatamento dei collaboratori, (Costruttori Navali, Architetti) consentono di offrire ai cantieri ed Armatori una gamma completa di design e servizi ingegneristici, dalle specifiche dettagliate per imbarcazioni altamente sofisticate per impieghi speciali, fino ai consigli pratici su metodi di costruzione.

Punto di forza dello studio è l'applicazione di criteri di analisi scientifica e ricerca allo sviluppo del progetto: dalla definizione del concept al suo sviluppo esecutivo fino al varo.

Lo Studio utilizza per la progettazione software professionali di avanguardia che consentono di interfacciarsi con i sistemi software adottati dai principali Cantieri internazionali e di produrre elaborati riconosciuti dai maggiori Enti di Classifica.

Lo Studio è in grado di offrire assistenza in una molteplicità di settori:

- Ship Design (progetto di base)*
- Studi di idrodinamica*
- Elaborazione dati*
- Studio dello scafo*
- Sviluppo delle strutture*
- Ottimizzazione degli impianti di propulsione*
- Lay out generale e composizione vista esterna*
- Sviluppo di progetti innovativi*
- Consulenze tecniche*
- Supervisione ed approvazione disegni*
- Design ed ingegnerizzazione degli interni*

Negli ultimi decenni lo Studio ha avuto modo di operare sia nella nautica da diporto, sviluppando progetti di yacht di dimensioni fino ad oltre 70 mt di lunghezza, sia nel settore delle navi commerciali.

In particolare nel settore delle navi commerciali, ha collaborato con importanti enti pubblici e con enti governativi come la Gestione Navigazione Laghi, e ancora con compagnie di armamento private:

Tra i principali progetti si segnalano:

Gestione Governativa Navigazione Laghi

- Nostro progetto n.286- Mn Orione 49.5 mt – 700 passeggeri
- Nostro progetto n.286- Mn Andromeda 49.5 mt- 700 passeggeri
- Nostro progetto n.301- Mn Antares-41 mt-460 passeggeri
- Nostro progetto n.312-Mn Bisbino-45.10 mt- 460 passeggeri
- Nostro progetto n.312-Mn Baldo- 45.10 mt- 460 passeggeri
- Nostro progetto n.314-Mn Zeda – 45.10 mt- 460 passeggeri
- Nostro progetto n.327 Mn Topazio- 32.40 mt-200 passeggeri –Prima nave a propulsione ibrida realizzata per la Gestione Governativa Navigazione Laghi
- Nostro progetto n.330 Refitting Mn Venezia-48.5 mt-720 passeggeri

Medmar Navi Spa

- Nostro progetto N.276- Mn Lora D'Abundo -83 mt -700 passeggeri

Barcas SA-Rio de Janeiro –Brasile

- Nostro progetto N.264- Catamarano MC25 – 29.20 mt- 200 passeggeri
- Nostro progetto N.265-Catamarano HC18 – 51.50 mt- 900 + 400 passeggeri

Liberty Lines

- Consulenza per ottimizzazione seakeeping nuovo sistema alare aliscafo

Navi Gargano

- Nostro progetto N. 173 Mn Vieste I – 42.00 mt – 500 passeggeri

Gruppo Torinese Trasporti

- Nostro progetto N. 309-Mn Valentino II – 20 mt – 100 passeggeri
- Nostro progetto N.309 Mn Valentina II – 20 mt – 100 passeggeri

Prof.Ing.Vincenzo Ruggiero
Ingegnere Navale e Meccanico
Studio: Piazza Rossetti 4 /20 – 16129 Genova
Cel.335 308210

CURRICULUM VITAE ET STUDIORUM

- Ha frequentato Accademia Navale di Livorno dal 1958 al 1962*
 - Laureato in Ingegneria navale meccanica presso Facoltà di Ingegneria della Università degli Studi di Genova*
 - Ufficiale Superiore Marina Militare in congedo con il grado di Capitano di Corvetta del Genio Navale*
 - Ha prestato servizio per circa 16 anni nella Marina Militare con ultimo incarico presso Comitato Progetto Navi presso Ministero Difesa della Marina Roma*
 - Dal 1974 al 2009 docente di ruolo presso la Facoltà di Ingegneria di Genova- Dipartimento di Ingegneria Navale come Docente di Progetto delle Navi Militari*
 - Dal 2009 continua l'attività come titolare dello Studio Ruggiero srl di Genova*
 - Iscritto all'albo dell'Ordine degli Ingegneri della Provincia di Genova al N.4158*
 - Iscritto al N.174 al Compartimento Marittimo di Genova come Ingegnere Navale*
 - Membro della SNAME (Society of Naval Architects and Marine Engineers) -601 Pavonia Avenue Suite 400- Jersey City, NJ07306-USA dal 1974*
 - Board Onorary Director INTERFERRY - # 8 735 Moss Street-Victoria BC V8V 4N9-CANADA dal 1992*
- Inoltre in ambito accademico ha svolto i seguenti insegnamenti:*
- Carene plananti e imbarcazioni a vela negli anni 92-97 per la scuola Nautica di La Spezia*
 - Macchine Marine presso l'Accademia Navale di Livorno*
 - Master in progettazione per la Nautica da diporto Trapani-Settembre 2007 –Modulo d'ingresso*
 - Autore di numerose pubblicazioni riguardanti l'Ingegneria Navale*
 - Autore di oltre 300 progetti riguardanti la nautica di diporto e navi commerciali.*

Ha svolto inoltre oltre 100 perizie/consulenze come CTU o Membro Commissioni Speciali di Inchiesta, di cui segnaliamo i più significati:

- Naufragio Mn Seagul- Canale di Sicilia 1974- CTU Tribunale di Genova*
- Collisione Mn Cavtat/Mn Lady Rita –Canale di Otranto 1974- CTP*
- Naufragio Mn Giovanna Lolli Ghetti- Oceano Pacifico 1974 –CTU Tribunale di Genova*
- Sbandamento in porto Mn Traghetto Monica Russotti- Genova 1974- CTU Tribunale di Genova ed Arbitrato*
- Affondamento Mn Stabia I –Salerno 1979- CTP*
- Collisione M/C Vera Berlingieri/M/N Emmanuel Delmas-Civitavecchia 1979- CTP*
- Esplosione M/C Hakujou Maru –Porto di Genova 1981-CTP*
- Affondamento Mn Marina D’Equa-Golfo di Guascogna 1981 –Membro commissione speciale di inchiesta Ministero Marina Mercantile*
- Esplosione M/C Yugo Tanker Porto di Genova 1981 –CTP*
- Naufragio M/N Tito Campanella- Oceano Atlantico 1984 –Membro Commissione speciale di Inchiesta Ministero Marina Mercantile*
- Naufragio M/n Espresso Trapani 1990 –Membro commissione speciale di Inchiesta Ministero Marina Mercantile*
- Collissione MT Moby Prince/MC Agip Abruzzo –Livorno 1981 –CTP presso commissione speciale di inchiesta del Ministero Marina Mercantile*
- Inquinamento da idrocarburi MC Yukong Commander- Pusan/Corea 1991 –CTP*
- Relitto MN Venus-Castiglioncello 2004-Valutazione progetto per rimozione relitto ed impatto ambientale per conto Capitaneria di Porto*
- Relitto MN Anna Prima- Brindisi 2006- Valutazione del progetto ed impatto ambientale per Protezione Civile Roma*
- Collisione MN Segesta –Stretto di Messina 2007-Membro collegio peritale nominato dal Tribunale di Messina*
- MC Haven –Genova-Valutazione progetto ed impatto ambientale per recupero residuo combustibile per conto Protezione Civile di Roma.*

Mario P. P. C.

Oggetto: 2021RGG342-AMAT S.p.A-Taranto-Offerta Progetto Preliminare/Studio di fattibilità per M/N passeggeri 35 mt circa

Mittente: Ruggiero srl <ruggierosrl.genova@gmail.com>

Data: 10/11/2021, 13.58

A: piazza@amat.ta.it, amat@amat.ta.it

**2021RGG342-RUGGIERO S.r.l. - P.zza Rossetti, 4/20 -
16129 Genova - Italy -Tel. +39 010543807 - www.ruggieronavalarchitects.it**

Spett.le AMAT S.p.A-Taranto

Presidente CdA Avv. Giorgia Gira

C.A. Direttore Tecnico Esercizio: Ing. Mauro Piazza

Oggetto: Offerta Progetto Preliminare/Studio di fattibilità per M/N passeggeri 35 mt circa

Ringraziamo per l'attenzione accordataci ed inviamo come da accordi la nostra proposta tecnico economica e il curriculum del Prof.Vincenzo Ruggiero e della attività della Ruggiero Srl.

Siamo a disposizione per eventuali ulteriori chiarimenti e porgiamo

Distinti Saluti
Ruggiero srl

--

Avvertenze ai sensi del D.Lgs 196/2003

le informazioni contenute in questo messaggio di posta elettronica e/o nei file

RUGGIERO S.r.l.
Piazza Rossetti 4
16129 Genova - ITALIA
tel. + 39-010-543807

— Allegati: —

P016 Offerta Traghetto IBRID Taranto.pdf

55,3 kB



SICMI
SEA STYLE
costruire italiano

1 8 / 2 0

1 8 / 2 0

**SICMI**
SEA STYLE
costume italiano





INDICE

Commissa BX 101 <i>Azimut Benetti SpA</i>	06
Commissa FB 278 <i>Azimut Benetti SpA</i>	10
Commissa FB 601 <i>Azimut Benetti SpA</i>	14
Commissa 145 / 44 alloy <i>Sanlorenzo SpA</i>	18
Commissa 139 / 44 alloy <i>Sanlorenzo SpA</i>	22
Commissa 137 / 44 alloy <i>Sanlorenzo SpA</i>	26
Commissa 135 / 44 alloy <i>Sanlorenzo SpA</i>	30
Commesse AC 580 / 581 / 582/ EVO <i>Tecnomar SpA</i>	44
Commissa Cassoni di Spinta <i>Fincantieri SpA</i>	48
Commissa FB 269 <i>Azimut Benetti SpA</i>	52
Commissa 133 / 44 alloy <i>Sanlorenzo SpA</i>	58



Coraggio. Questa è per me la parola di questo anno 2020. Nonostante le difficoltà che si sono presentate, l'intero staff di Sicmi Sea Style non ha "tirato i remi in barca" per garantire la continuità professionale degli anni passati. Al coraggio abbiamo unito la determinazione. Abbiamo portato a termine i grandi obiettivi prefissati per questo ultimo biennio, scavalcando a piè pari la pandemia e le grandi paure ad essa legate. Andando controcorrente, oltre ad aver incrementato l'impiego di personale altamente qualificato, abbiamo ampliato le nostre strutture, rafforzando il nostro legame col territorio: abbiamo così affiancato alla sede storica di Piombino, il nuovo stabilimento produttivo di Massa-Avenza, attivo dal 2019, nelle cui strutture di 2500 mq, abbiamo consolidato l'affidabilità del nostro brand, operando all'interno di uno shipyard che dista solo 3 km dal porto di Marina di Carrara. C'è chi ci vede del rischio in queste azioni, noi di Sicmi Sea Style la chiamiamo Passione. La costruzione nautica italiana rientra a pieno titolo tra le eccellenze del Made in Italy e noi non potevamo restare a guardare. Dobbiamo proiettarci sempre verso l'orizzonte, il nostro Paese deve andare avanti, non perdere mai la rotta. Da gennaio a dicembre 2020 siamo riusciti a portare a termine grandi commesse per i maggiori player mondiali del settore. Ogni singolo lavoro è stato trattato come un'opera d'arte da parte del nostro team di operai specializzati, un biglietto da visita che tutto il mondo ci invidia. L'esperienza, la voglia di innovazione continua ed il saper fare artigiano fa parte di noi, delle nostre maestranze come dei nostri tecnici. L'attenzione e la dedizione del nostro staff amministrativo sono state impeccabili. Tutto questo ha contribuito a creare uno stile inconfondibile. Come detto gli investimenti non mancano e siamo felici di farli. I nostri standard qualitativi non devono mai arrestarsi e l'idea di creare un vero e proprio polo della costruzione navale in grado di seguire tutte le fasi del processo produttivo deve evolversi, seguendo non solo le logiche di mercato, ma anche e soprattutto la sostenibilità e la sicurezza, due principi cardine del nostro business. Chiudiamo questo anno con fatica ma ricchi di grandi speranze, le stesse che auguro a tutti voi per il prossimo anno.

PASQUALE DI NAPOLI



"... C'è chi ci vede del rischio in queste azioni, noi di Sicmi Sea Style la chiamiamo Passione."

VARO

COM
MES
SA

TIOTI BX

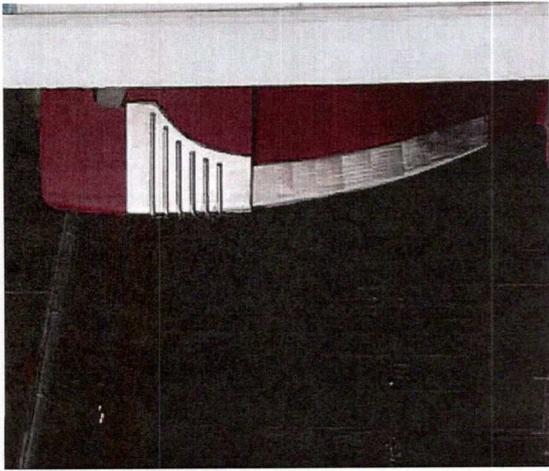
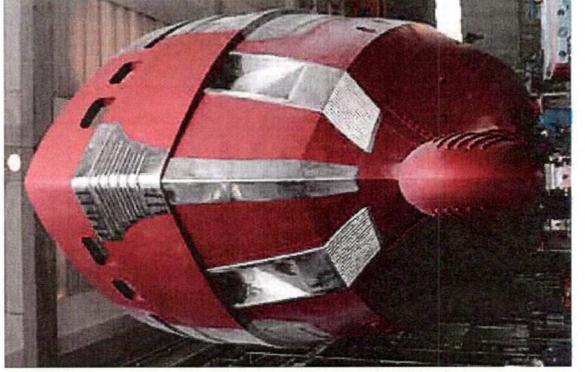
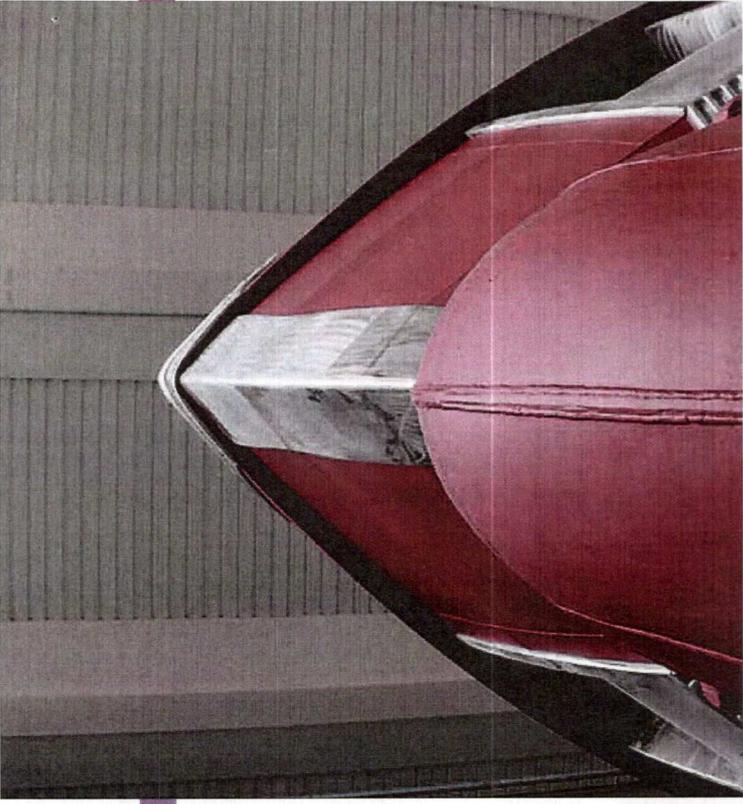
AZIMUT
BENETTI SPA

PIOMBINO
NOVEMBRE 2020

Scafo

- Materiale: acciaio
- Peso: 90 tonnellate
- Sovrastuttura
- Materiale: alluminio
- Peso: 30 tonnellate
- Lunghezza: 36 metri
- 44000 ore di lavoro annue
- 20 persone, con punte massime di 40





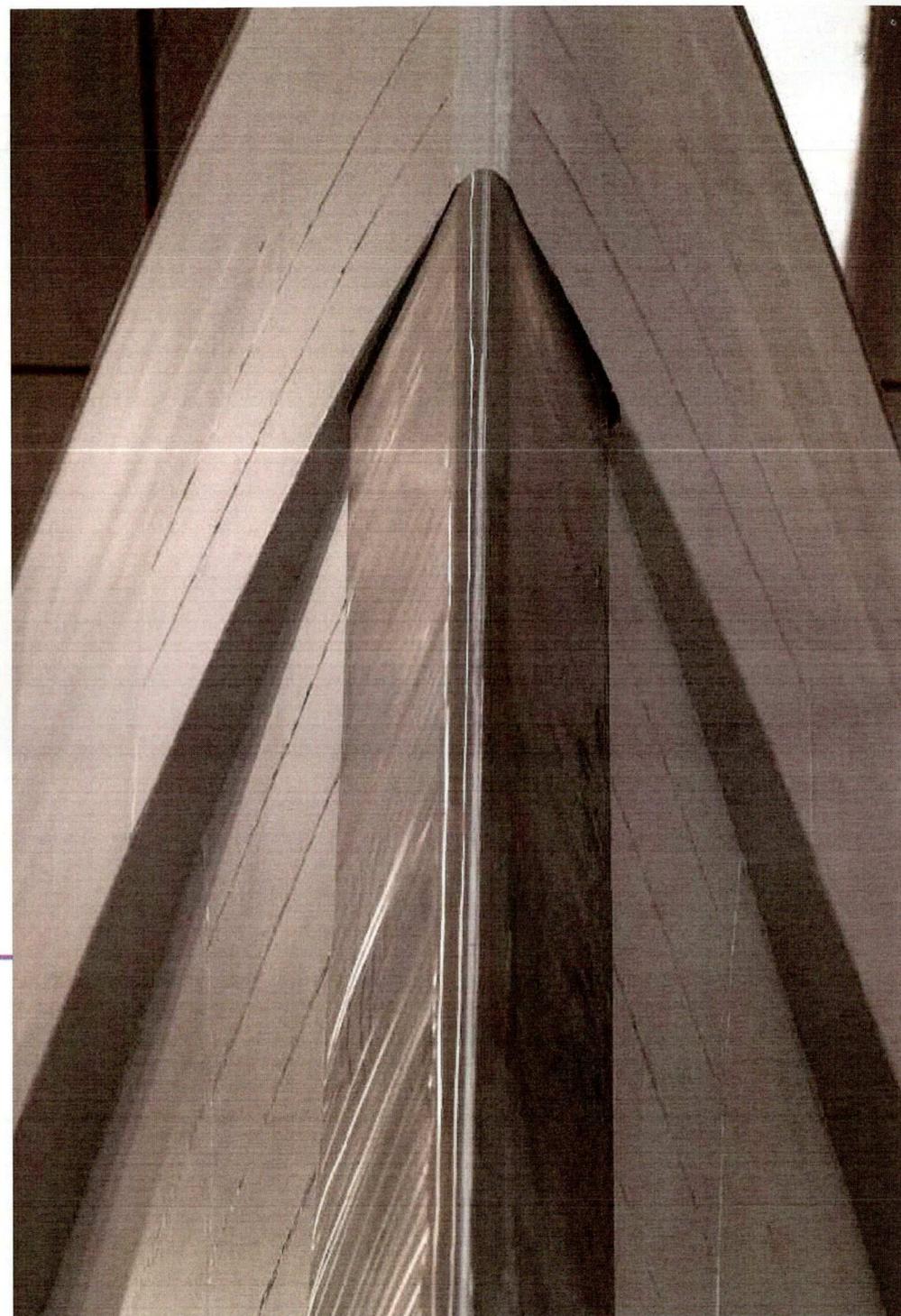
FB
278

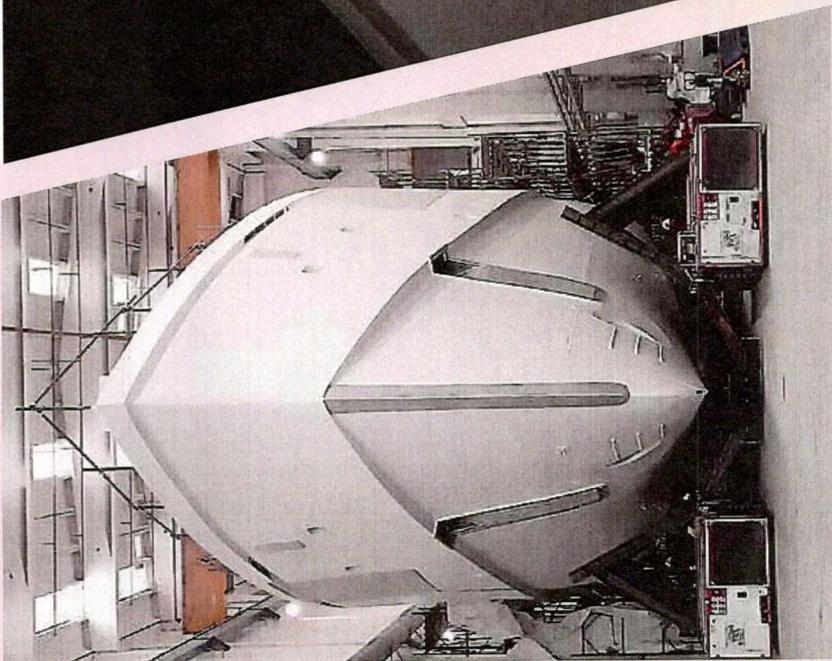
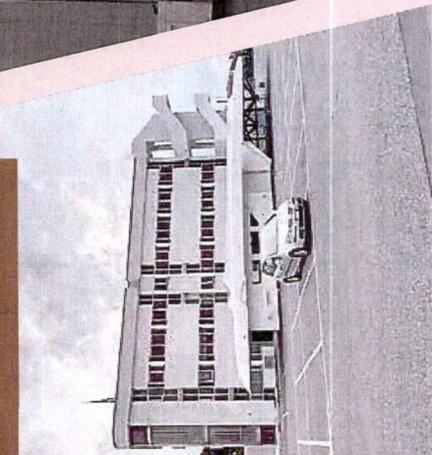
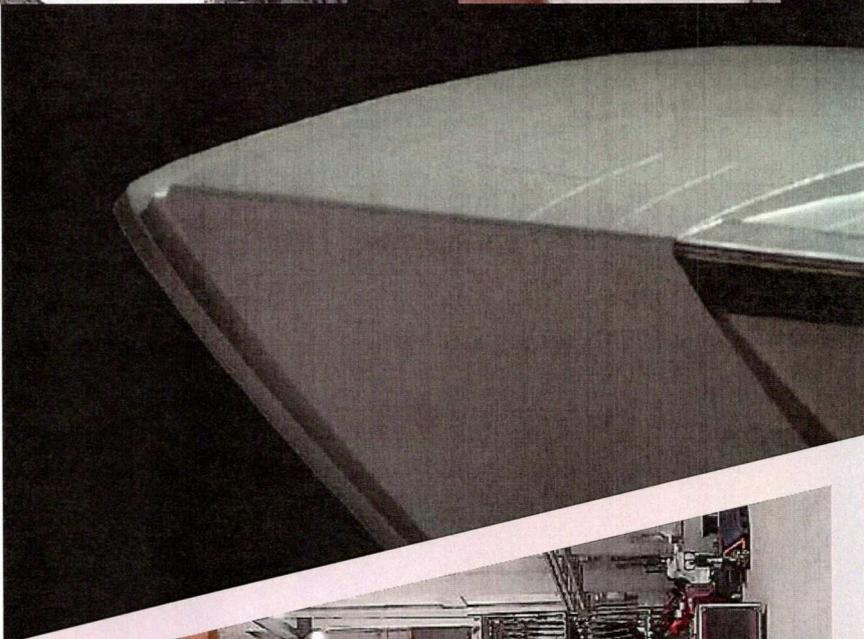
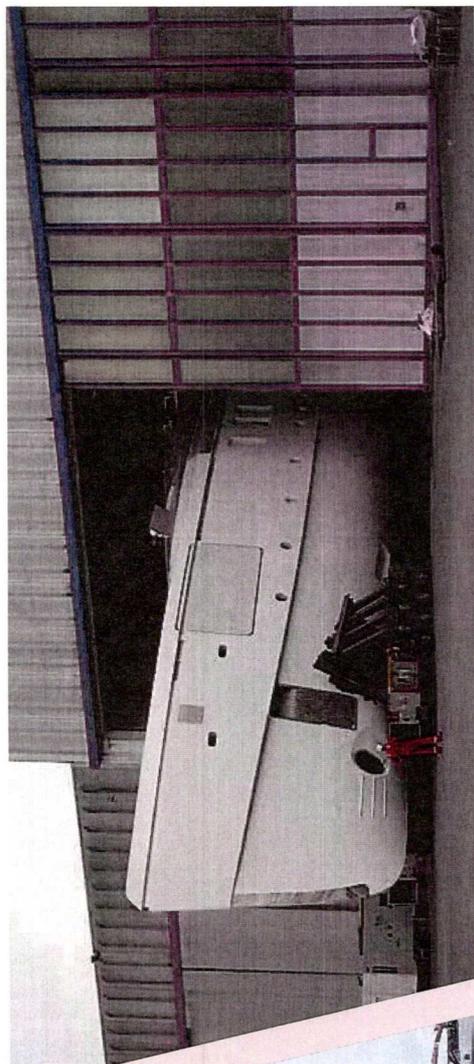
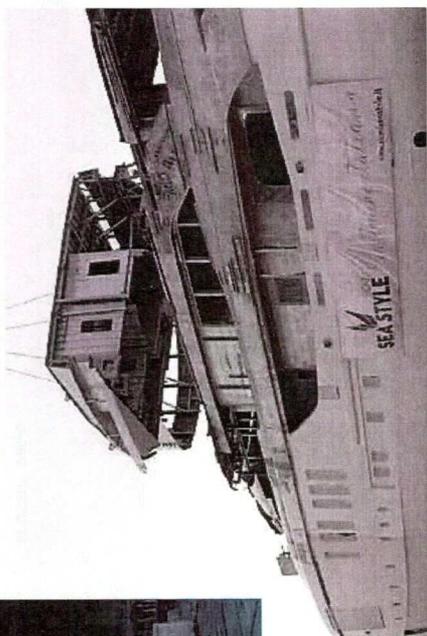
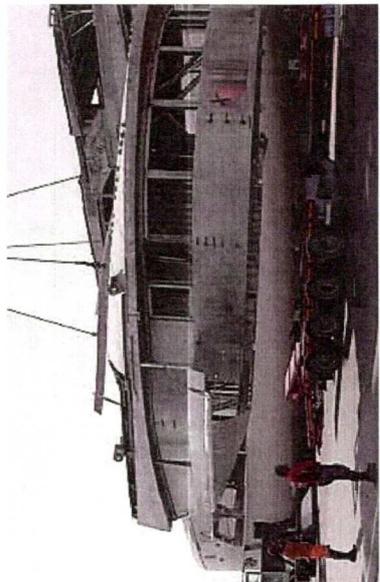
VARO
**COM
MES
SA**

AZIMUT
BENETTI SPA

MASSA
SETTEMBRE 2020

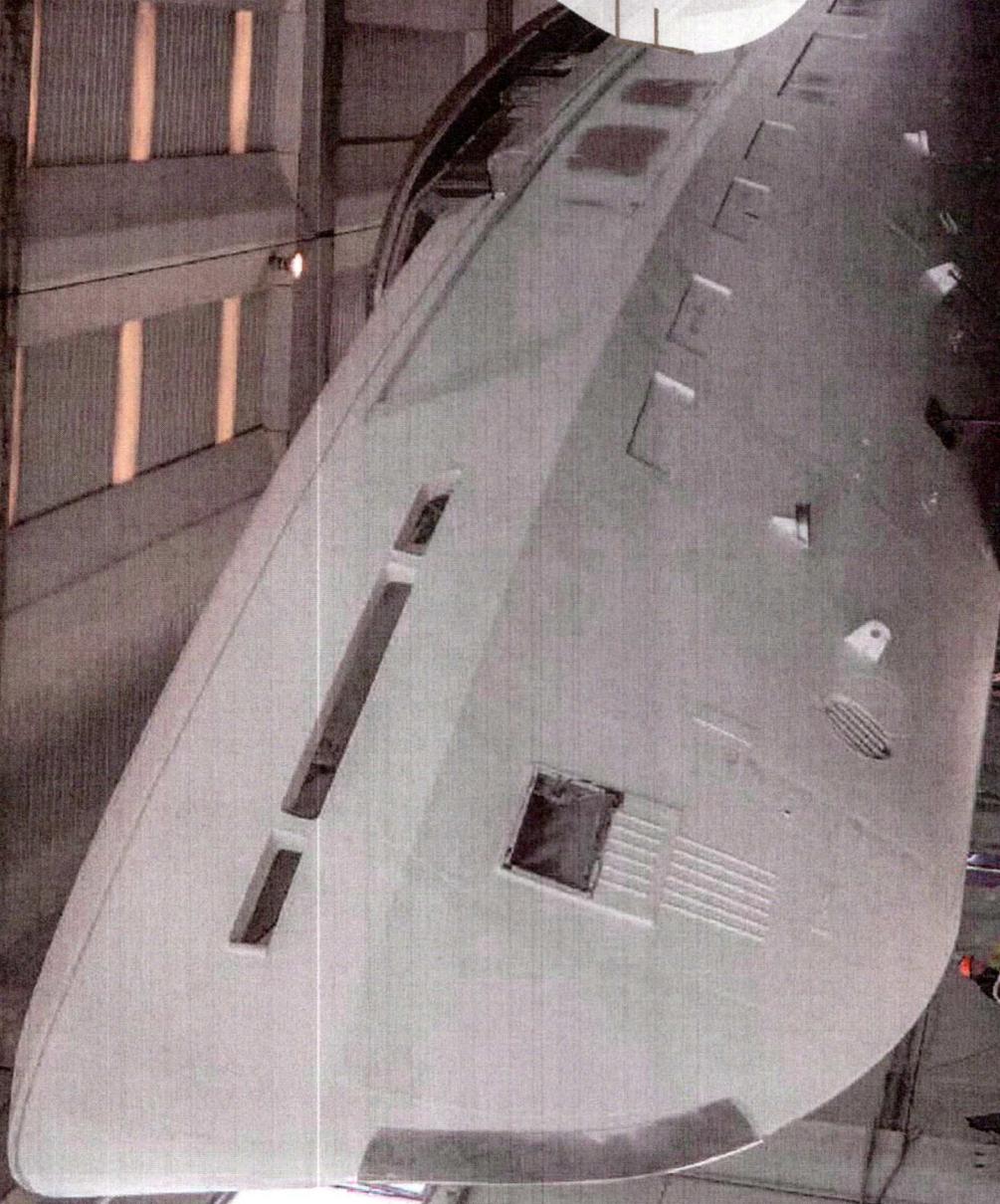
-  Sovrastruttura
-  Materiale: alluminio
-  Peso: 50 tonnellate
-  Scafo
-  Materiale: acciaio
-  Peso: 300 tonnellate
-  Lunghezza 68 metri
-  94000 ore di lavoro annue
-  60 persone, con punte massime di 80





VARO
**COM
MES
SA**

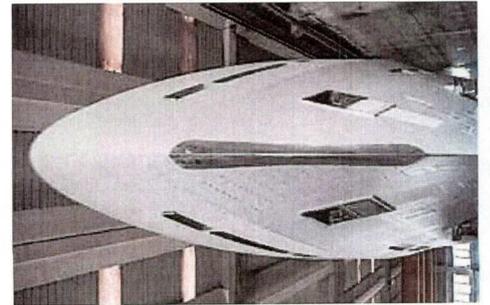
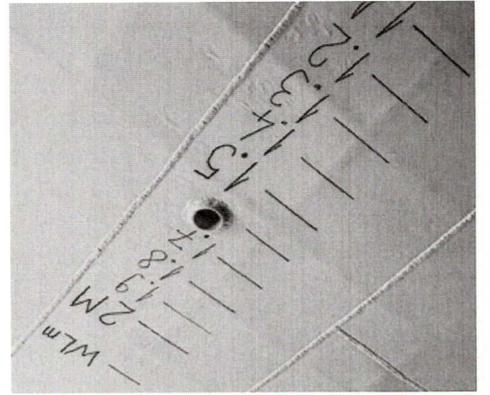
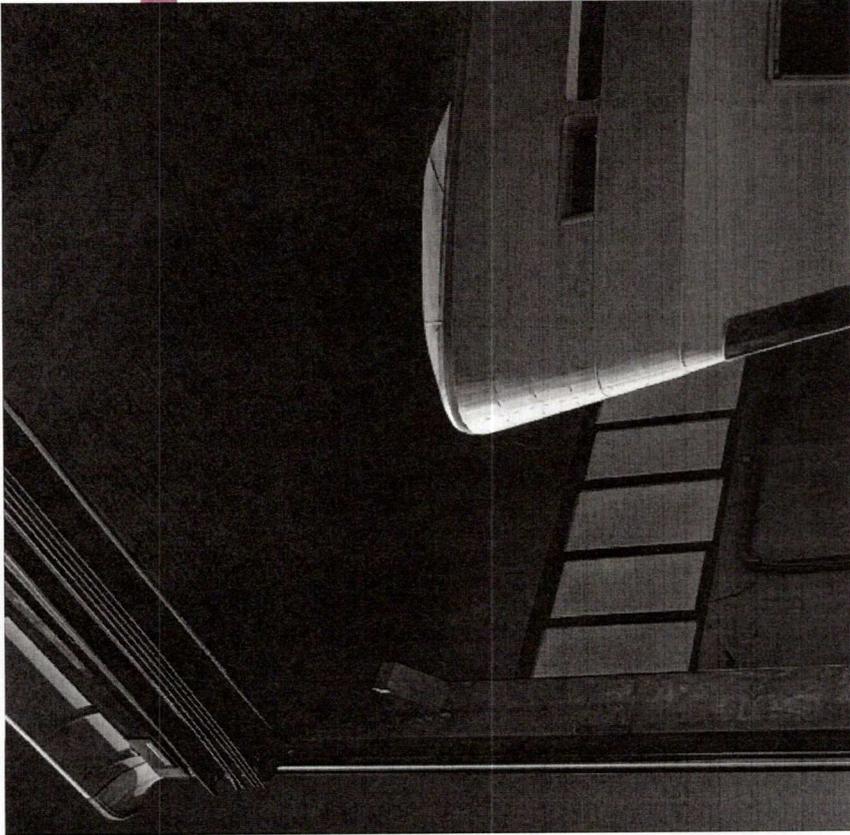
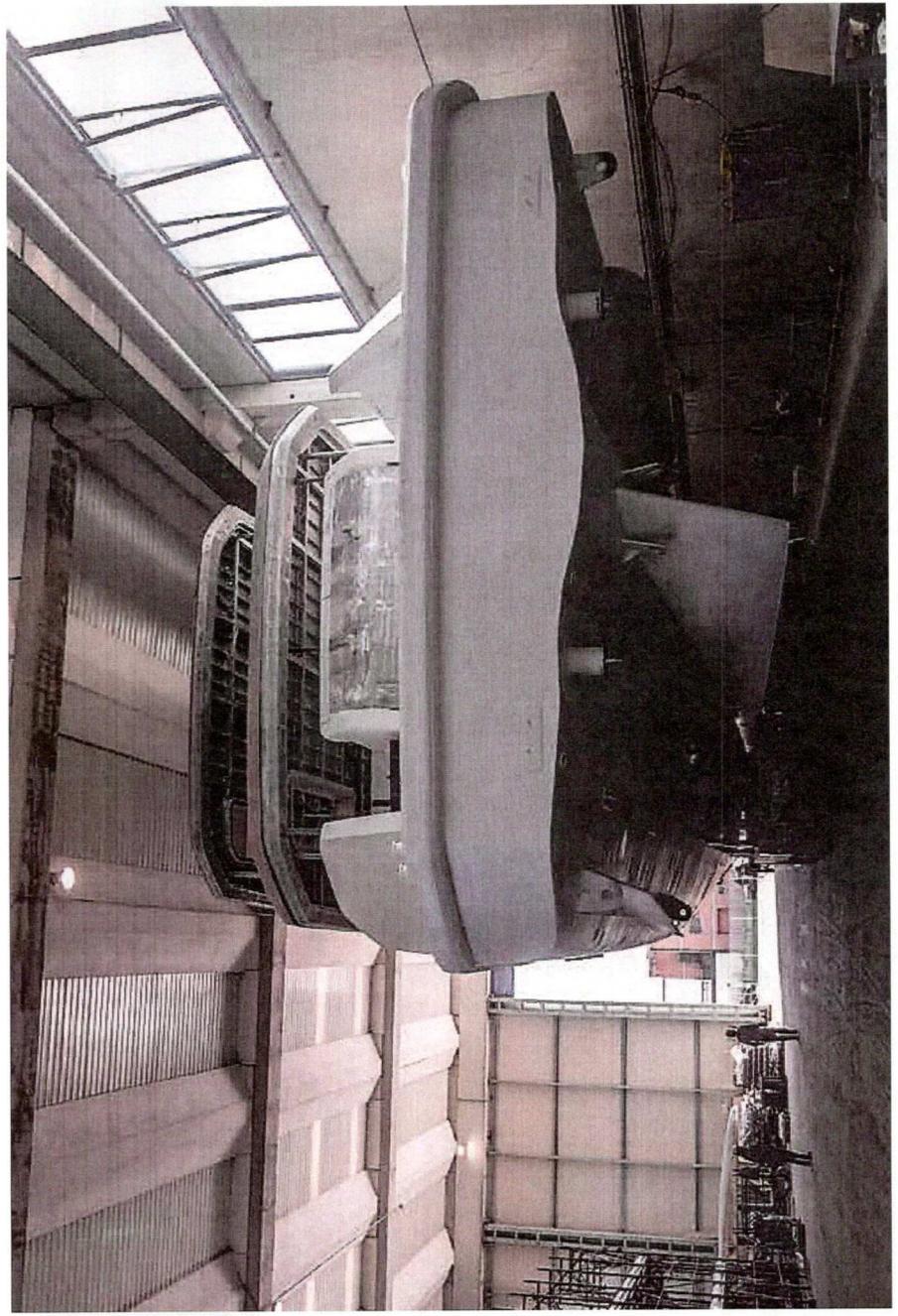
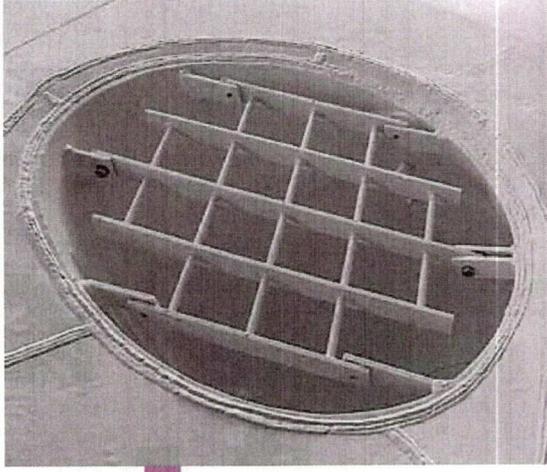
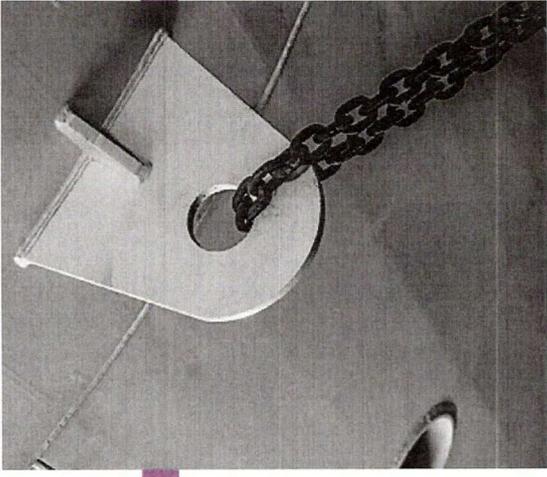
201
FEB



**AZIMUT
BENETTI SPA**

**PIOMBINO
LIVORNO**
MAGGIO 2020

-  Scafo
-  Materiale: acciaio
-  Peso: 135 tonnellate
-  Sovrastruttura
-  Materiale: alluminio
-  Peso: 25 tonnellate
-  Lunghezza 68 metri
-  50000 ore di lavoro totali
-  30 persone circa



VARO
COM
MES
SA

145

SANLORENZO SPA
44 ALLOY

PIOMBINO
NOVEMBRE 2019

Materiale: alluminio 
Peso: 85 tonnellate 
Lunghezza: 44 metri 
45000 ore di lavoro annue 
20 persone, con punte massime di 40 





VARO
**COM
MES
SA**

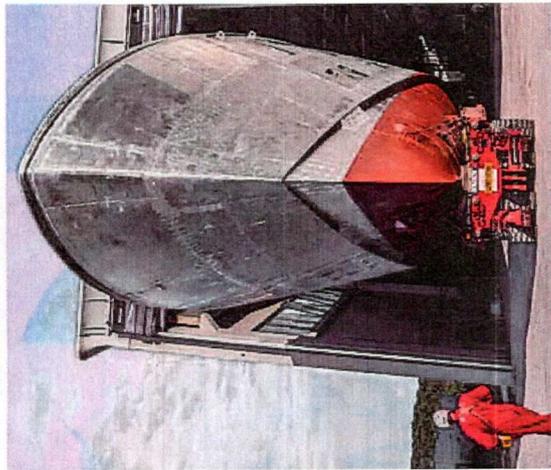
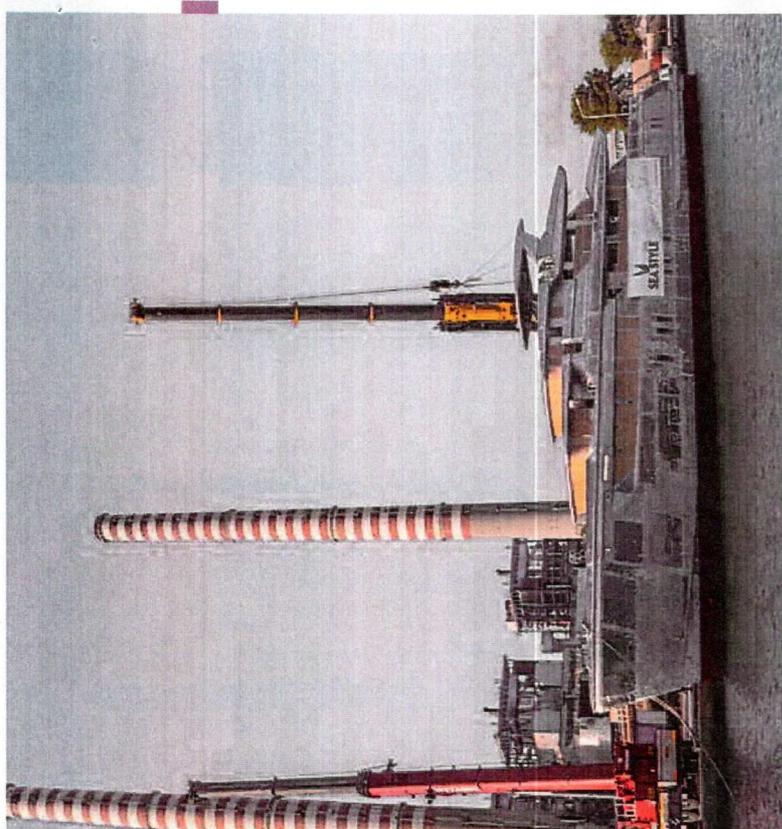
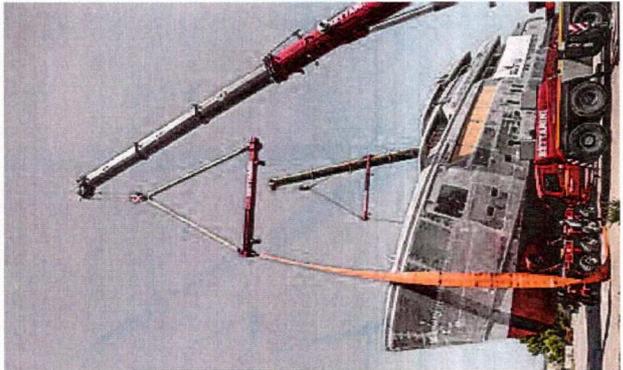
T39

SANLORENZO SPA
44 ALLOY

PIOMBINO
AGOSTO 2019

 Peso: 85 tonnellate
 Lunghezza: 41 metri
 45000 ore di lavoro annuo
 20 persone, con punte massime di 40





137

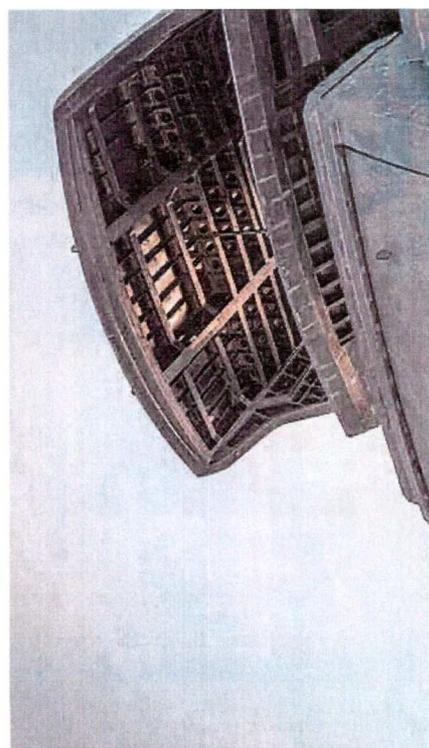
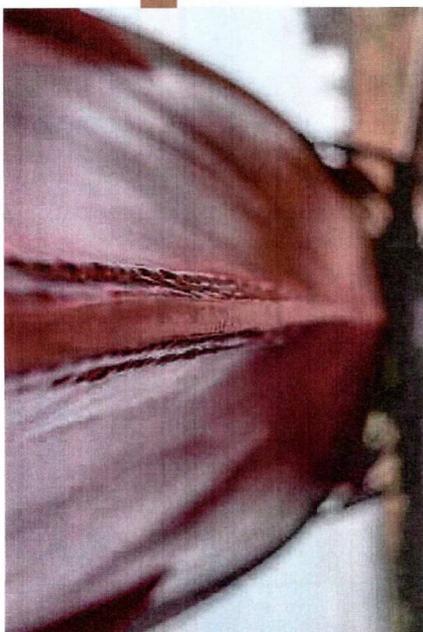
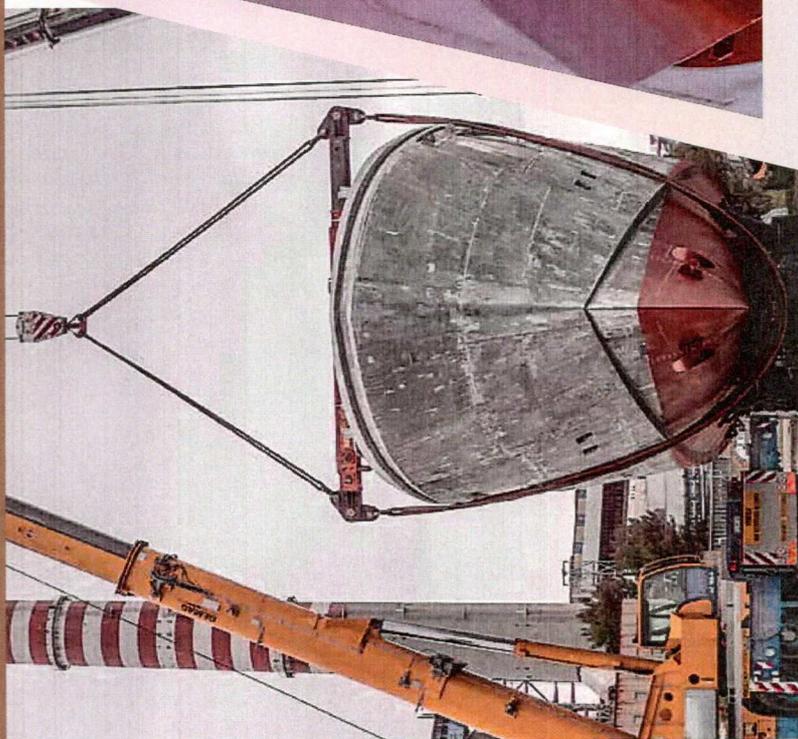
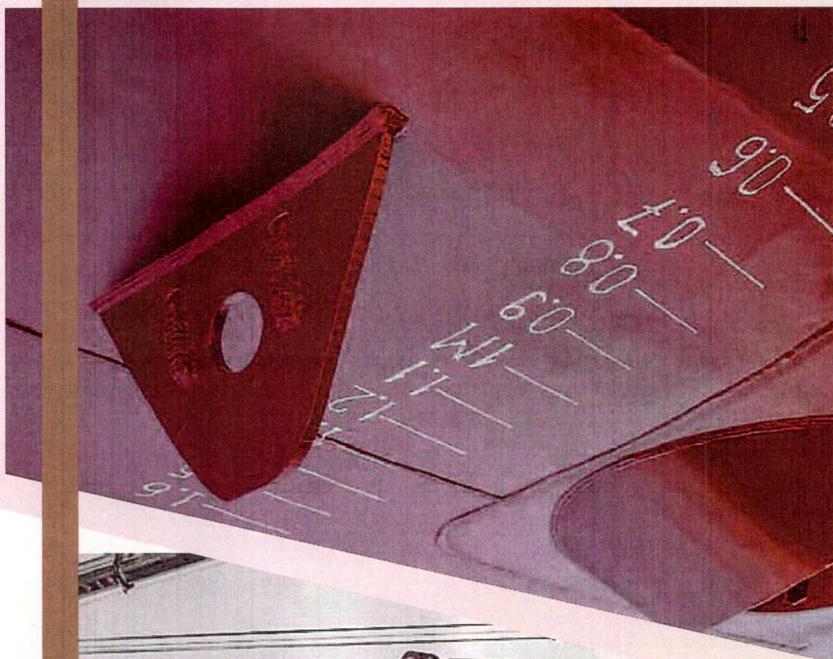
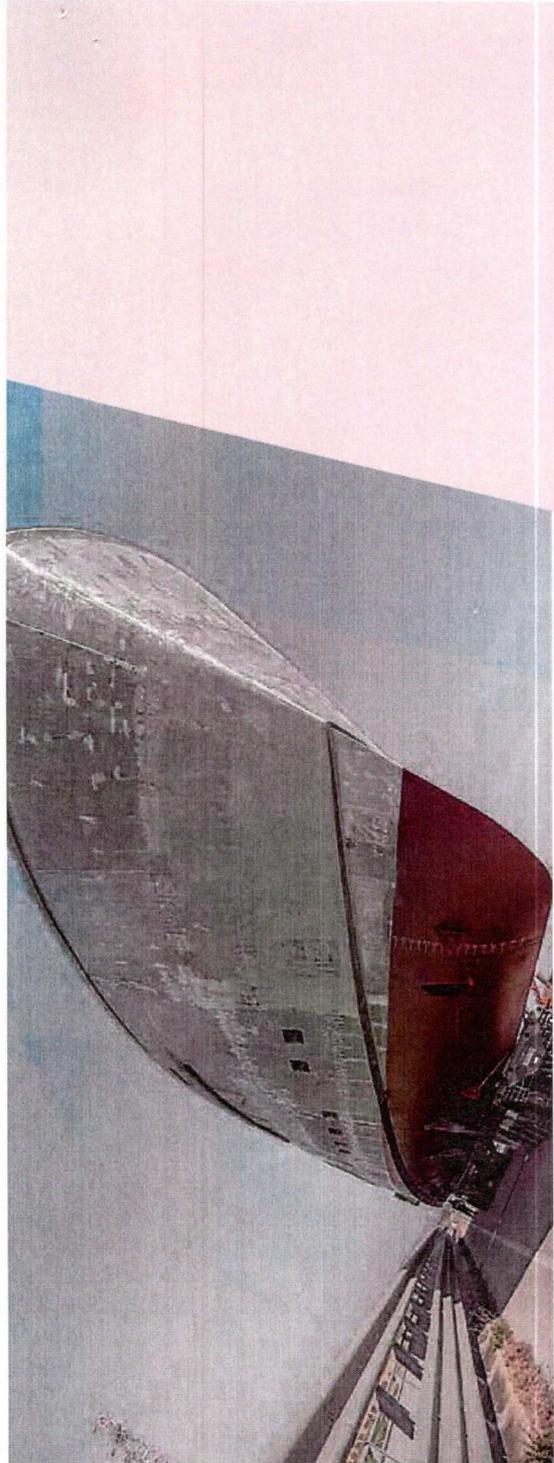


VARO
**COM
MES
SA**

SANLORENZO SPA
44 ALLOY

PIOMBINO
MARZO 2019

-  Materiale: alluminio
-  Peso: 85 tonnellate
-  Lunghezza: 44 metri
-  45000 ore di lavoro annue
-  20 persone, con punte massime di 40



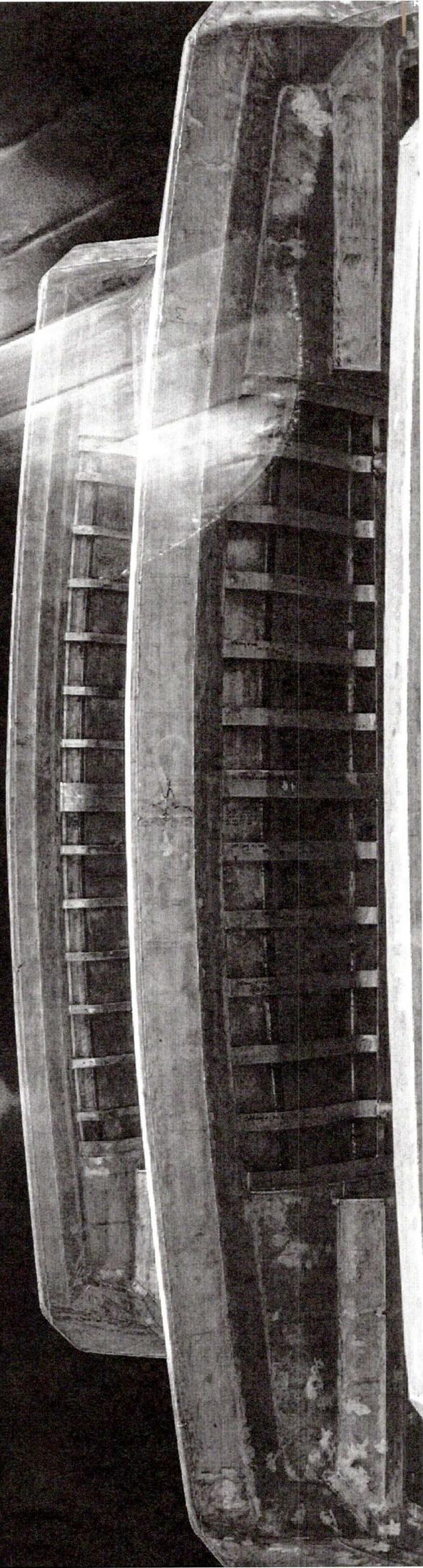
135

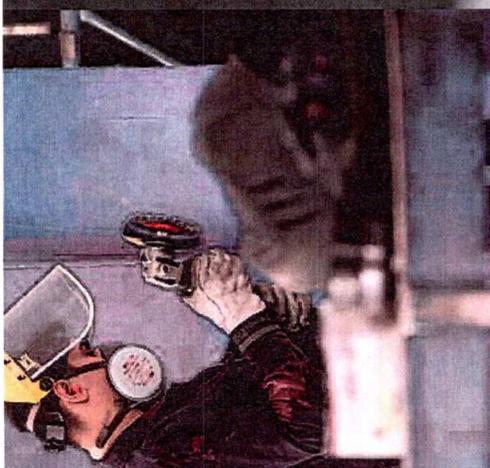
VARO
COM
MES
SA

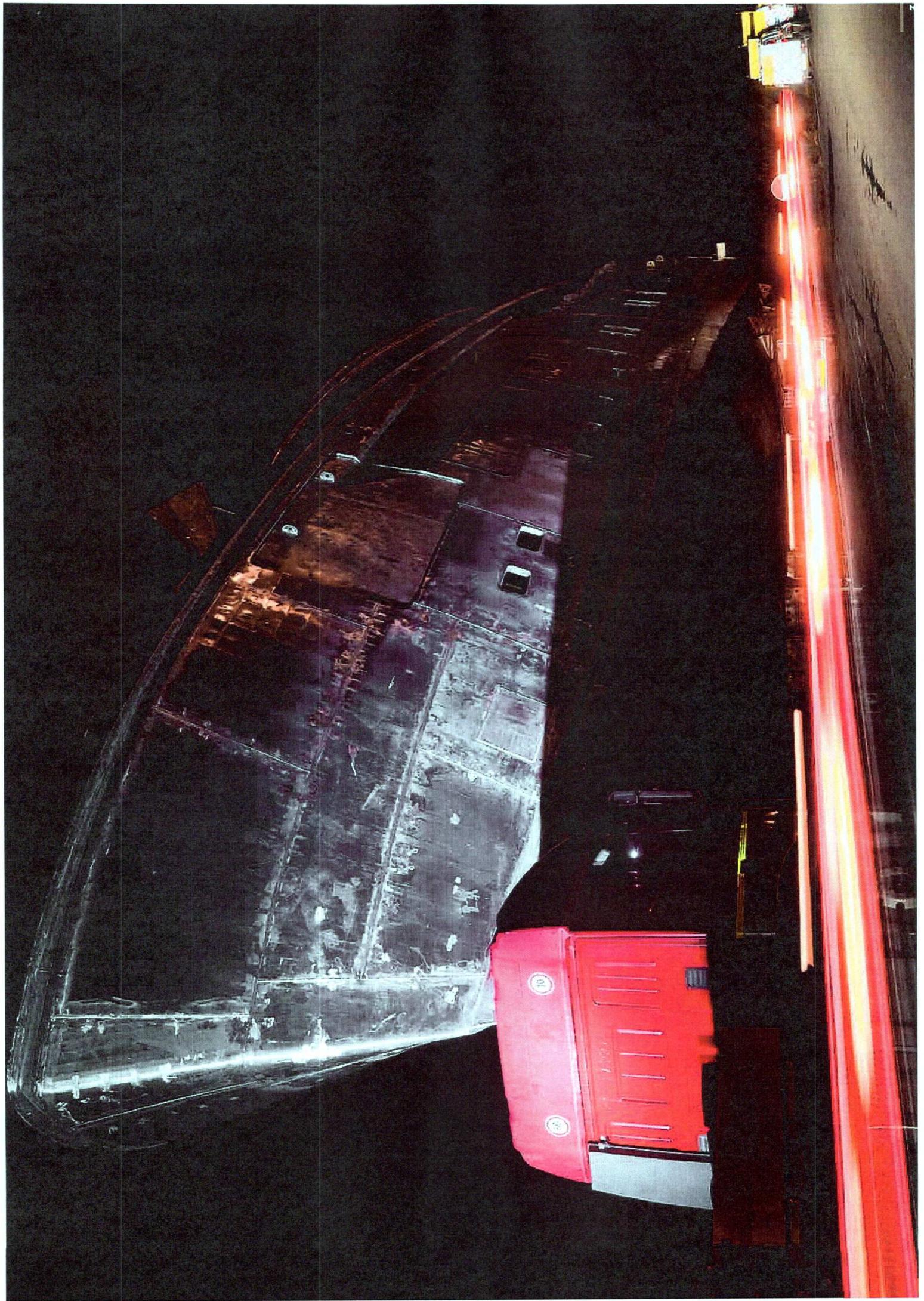
SANLORENZO SPA
44 ALLOY

PIOMBINO
OTTOBRE 2018

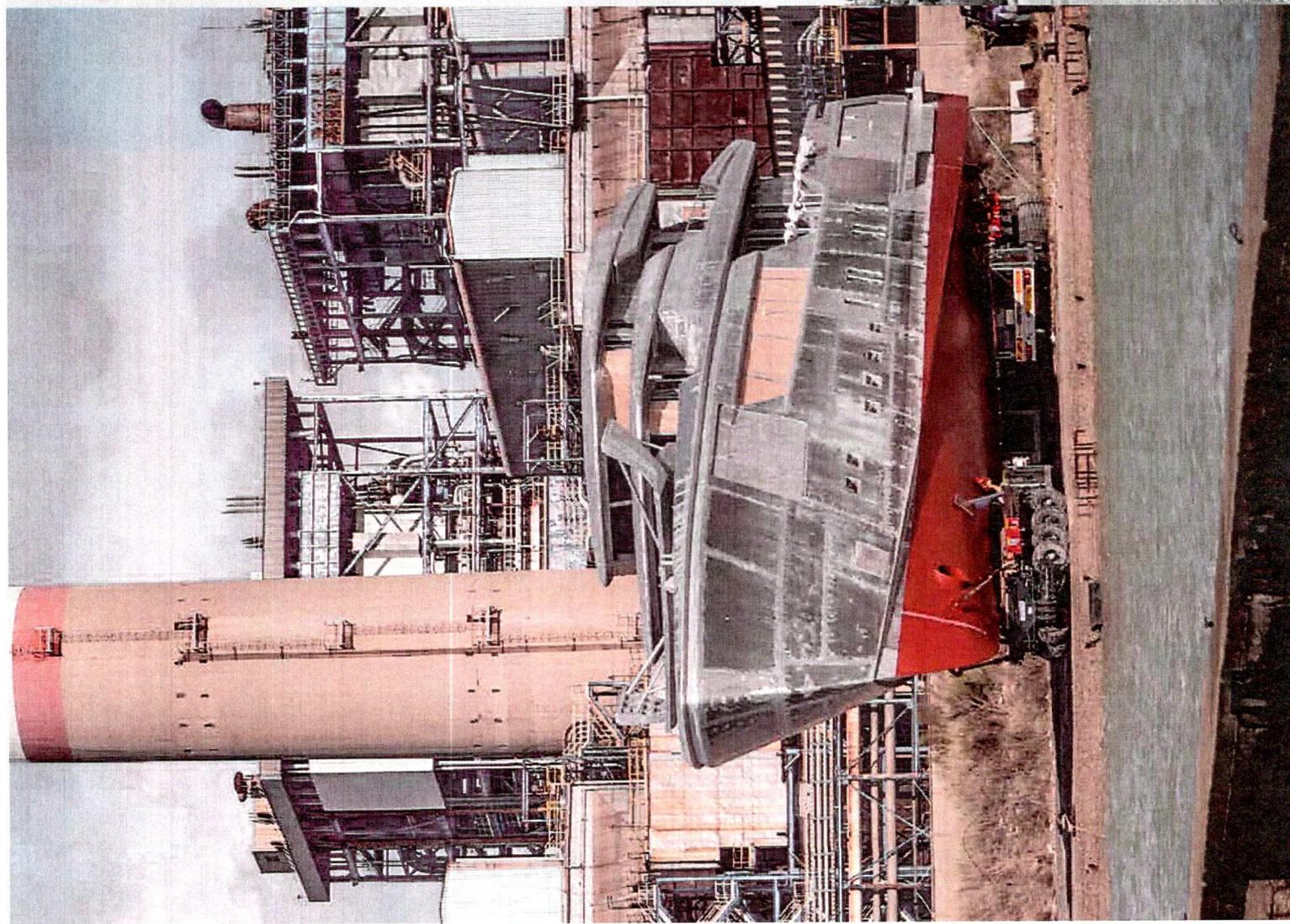
La costruzione dello scafo di 44 metri, della sovrastruttura e la finitura di tutti i suoi dettagli è avvenuta presso i cantieri di Piombino. Nello stabilimento gli oltre 80 dipendenti tra maestranze ed ingegneri specializzati si sono occupati dei diversi step: dalla costruzione al taglio, dalla realizzazione dello scafo alle sovrastrutture. L'imbarcazione si distingue per il design raffinato, la qualità dei materiali di costruzione e l'originalità dei volumi esterni che sottolineano tutto l'estro della creatività italiana.

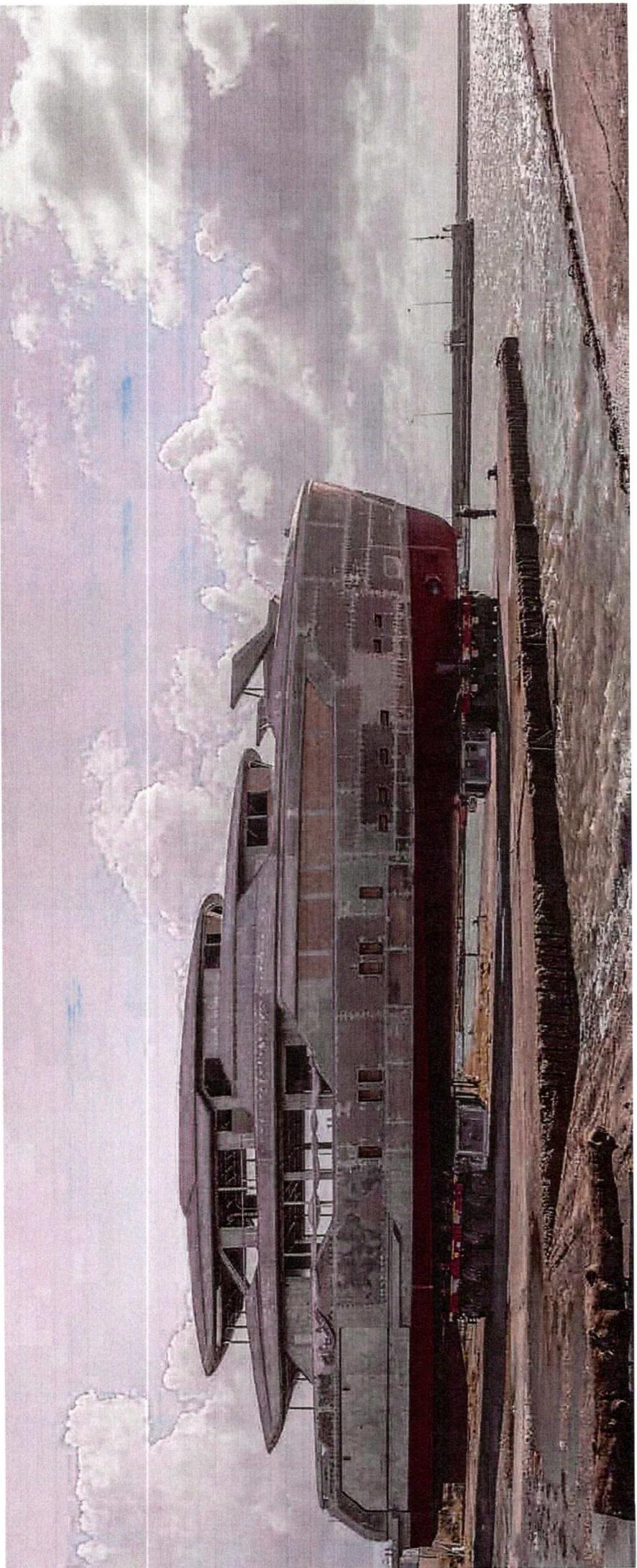












Da Montegemoli un altro gigante nautico

Diario 04

Dopo il varo di questa estate un altro gigante nautico è pronto a lasciare il cantiere di Montegemoli per raggiungere La Spezia

PROIBIBITO - A distanza di pochissime ore

Scirocco Sea Style, ancora in cantiere nella

produzione di scali e sovrastrutture per yacht, è

pronto per un nuovo varo.

La commessa 155, gigante di 44 metri destinato a diventare uno yacht di lusso, lascia gli stabilizzanti dell'armadio ormai a Montegemoli e Prosecco direzione La Spezia.

Il 2018 si rivela un anno ricco di grandi soddisfazioni - in dicembre Prosecco di Napoli, Croci di Santa

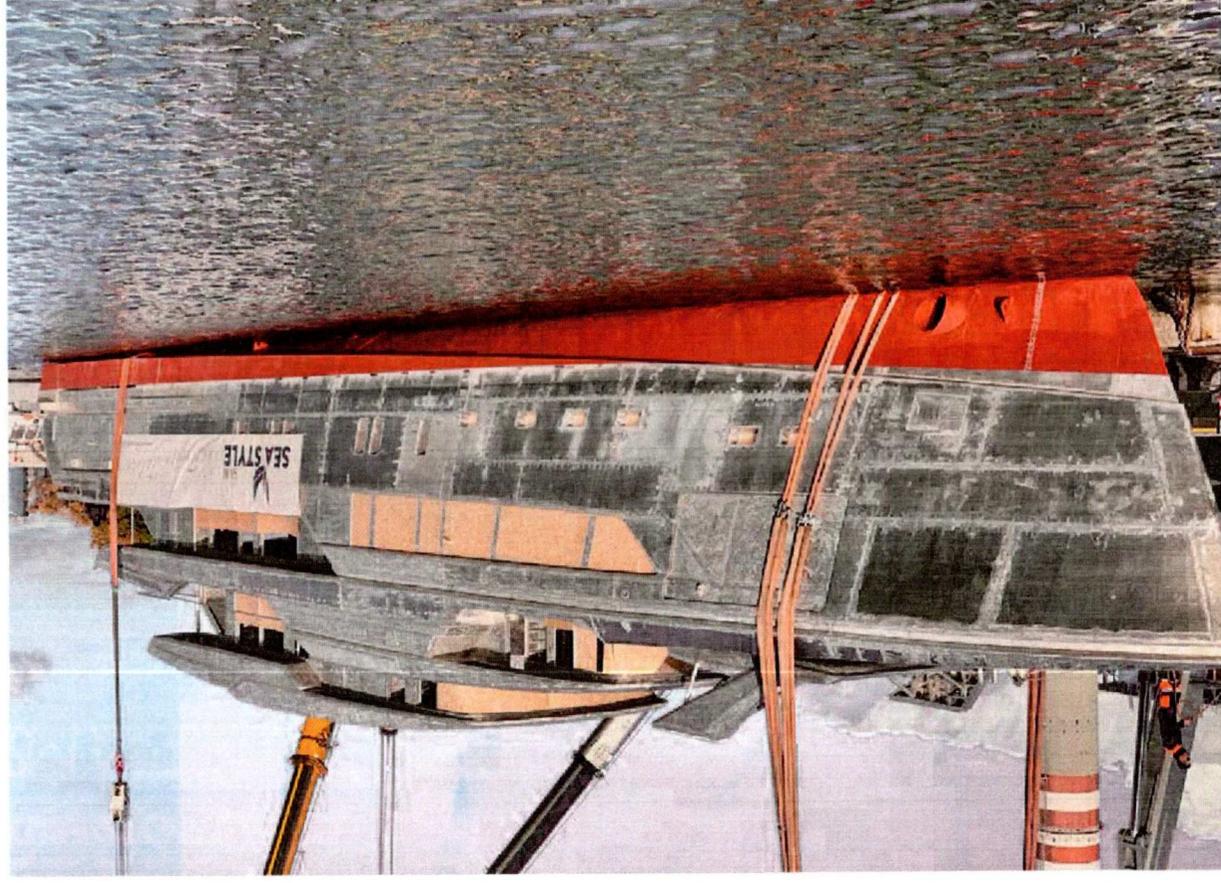
Sea Style - dopo il varo della scorsa 18 luglio di un superyacht di 44 metri realizzato sempre per il

nostro partner San Lorenzo spa, siamo pronti con il debutto in acque di un altro gioiello nautico. Gli

avanti in direzione Pro da ora la città di Prosecco che, nonostante i disagi causati da trasporti

coordinati, riesce a organizzare la visita in maniera perfetta.

La costruzione dello scafo, della sovrastruttura e la finitura di tutti i suoi dettagli è avvenuta presso i





COM
MES
SE

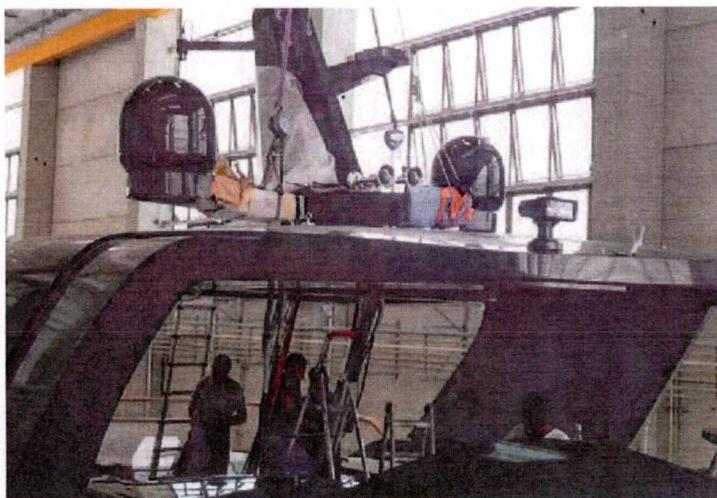
AC
580



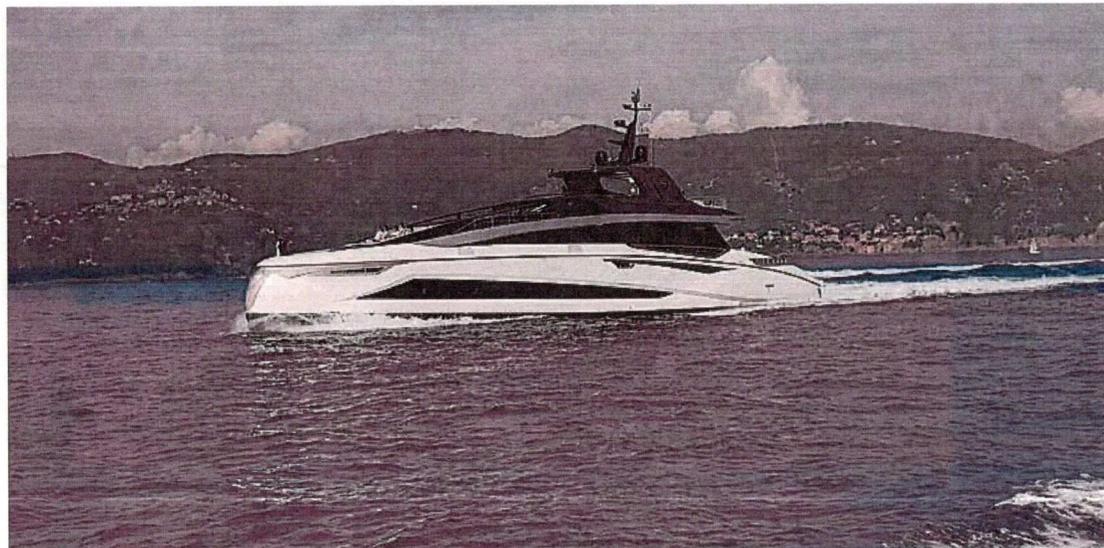
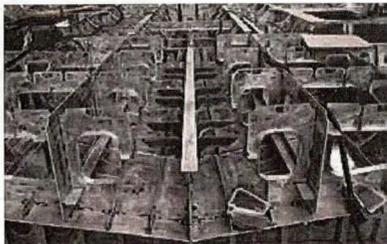
AC
581

TECNOMAR
EVO

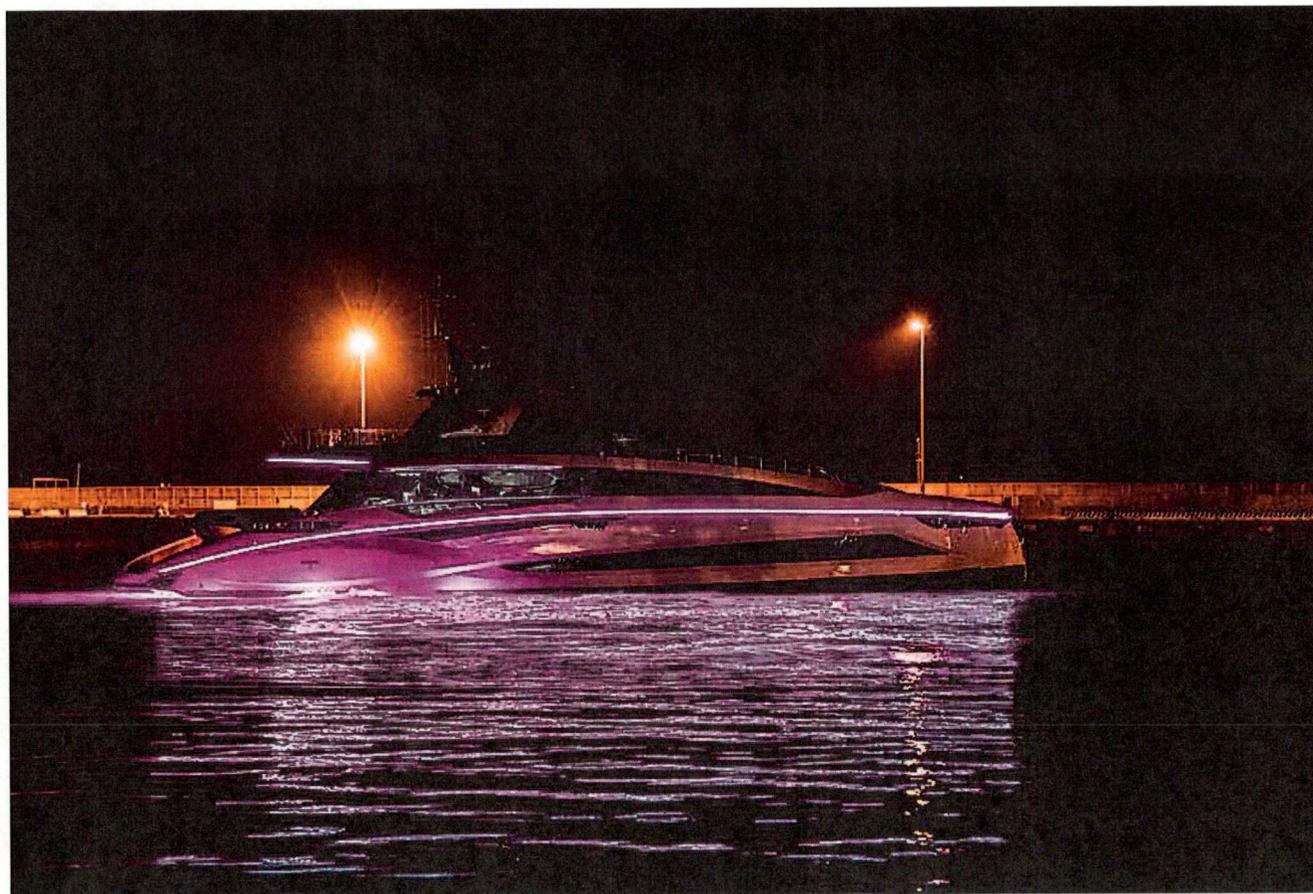
MARINA DI
CARRARA
SETTEMBRE 2018



AC
582



Dettagli della commessa 581 in lavorazione e della 580 già consegnata.



Il progetto futuristico di uno yacht in alluminio con una lunghezza 40 metri della serie EVO è rivolto al mercato asiatico. Dal design all'avanguardia, è dotato di una linea dinamica e unica nel suo genere che coniuga sportività ed extra lusso.

La costruzione è avvenuta presso lo stabilimento di proprietà del committente *Nuovi Cantieri Apuania Marina di Carrara*.



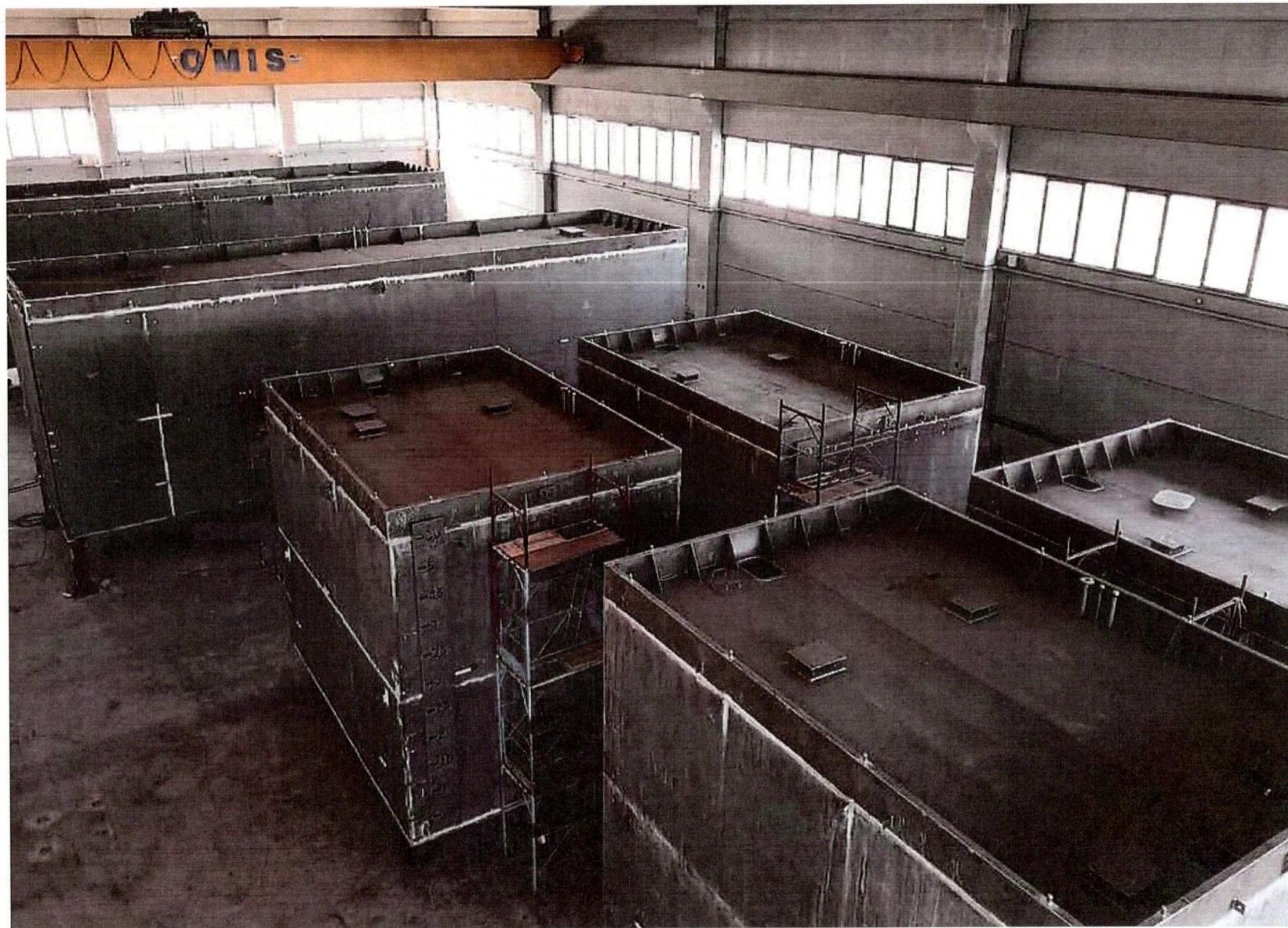
COMMESSA NAVALE

FINCANTIERI SPA
CASSONI DI
SPINTA
PIOMBINO
NOVEMBRE 2018



Sicmi Sea Style ha lavorato sulla progettazione esecutiva e di dettaglio, con annessa costruzione, di 6 cassoni di spinta per varo. I cassoni, costruiti presso il nostro stabilimento di Piombino, sono stati realizzati per **Fincantieri Spa Sestri Ponente**.

Nel dettaglio 2 cassoni hanno una dimensione di 19x5x5,5 metri e 4 cassoni hanno una dimensione di 5x5x5,5 metri.



Dettaglio dall'alto dei cassoni di spinta in costruzione.

FB 269

VARO
COM
MES
SA



AZIMUT
BENETTI SPA
SPECTRE

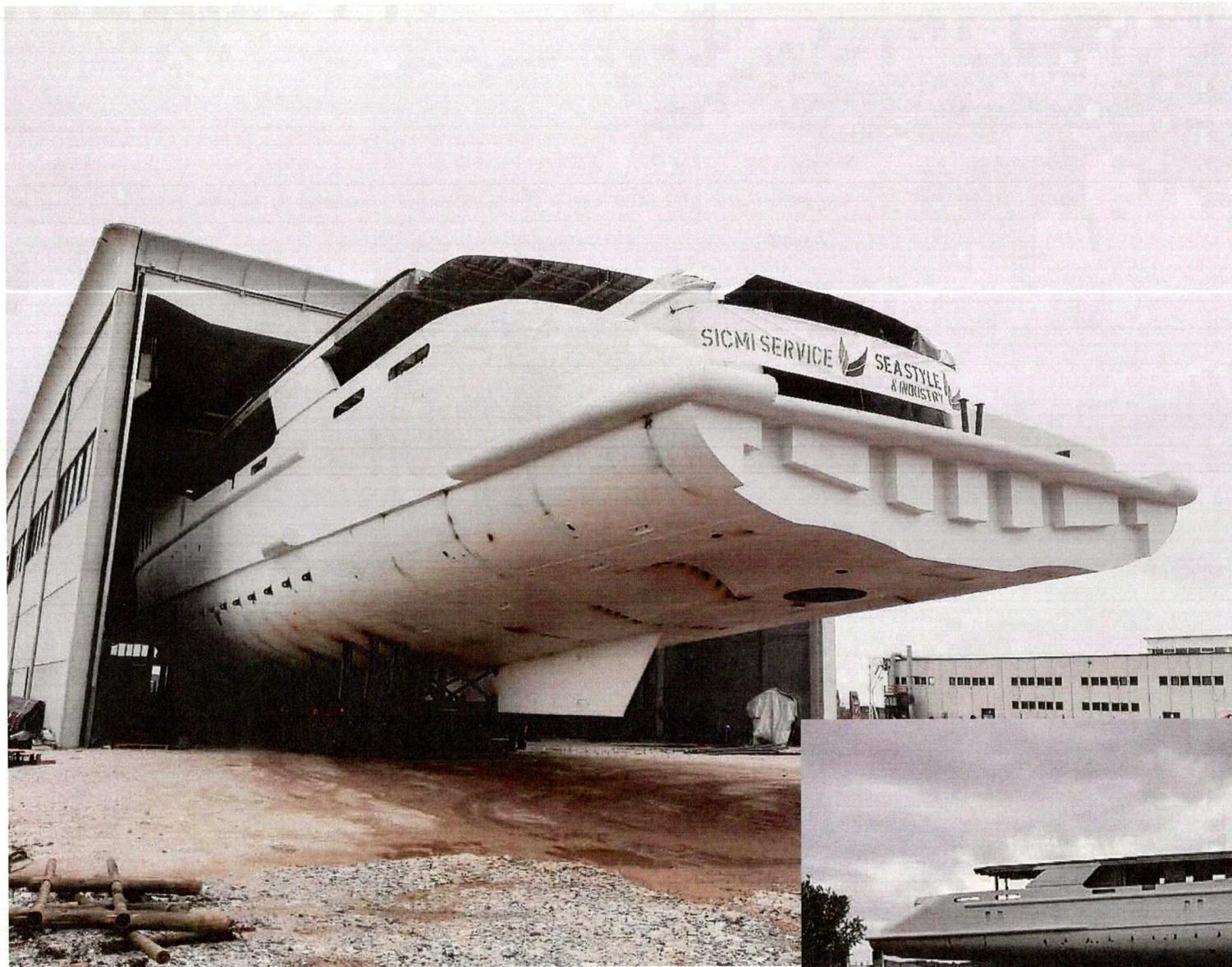
PIOMBINO
NOVEMBRE 2018

68 mt di lunghezza per 11,20 di larghezza e 20 metri di altezza.

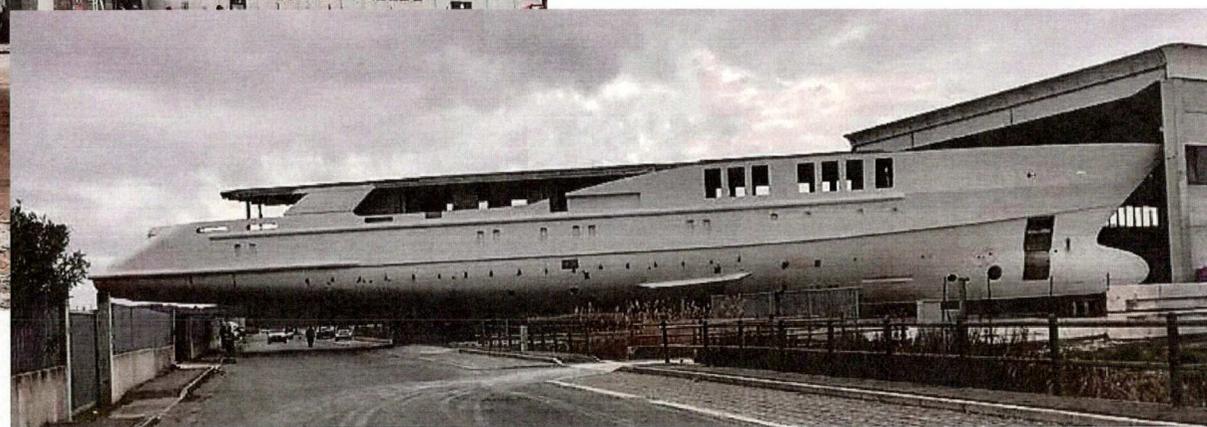
La costruzione di questo scafo in acciaio e sovrastruttura in alluminio ci ha visti impegnati con l'elaborazione di nesting, taglio dei materiali, sagomatura e rad-drizzazione secondo gli standard qualitativi della norma navale. Tutte le attività sono state svolte sotto la sorveglianza dell'ente di classifica ABS.

L'intero processo costruttivo si è svolto nell'arco di 20 mesi presso lo stabilimento di Piombino con una forza lavoro media di 60 persone, raggiungendo picchi di 120 persone.

A seguito del varo tecnico del 16 Febbraio, avvenuto con successo presso il molo Tor del Sale, l'imbarcazione è stata spostata presso i cantieri di proprietà del committente Azimut Benetti di Livorno. Qui è stato completato l'allestimento ed effettuata la consegna all'armatore il giorno 19 Novembre 2018.



Uscita della commessa dal cantiere per lo spostamento.



VARO

COM MES SA

SANLORENZO SPA
44 ALLOY

PIOMBINO
LUGLIO 2018

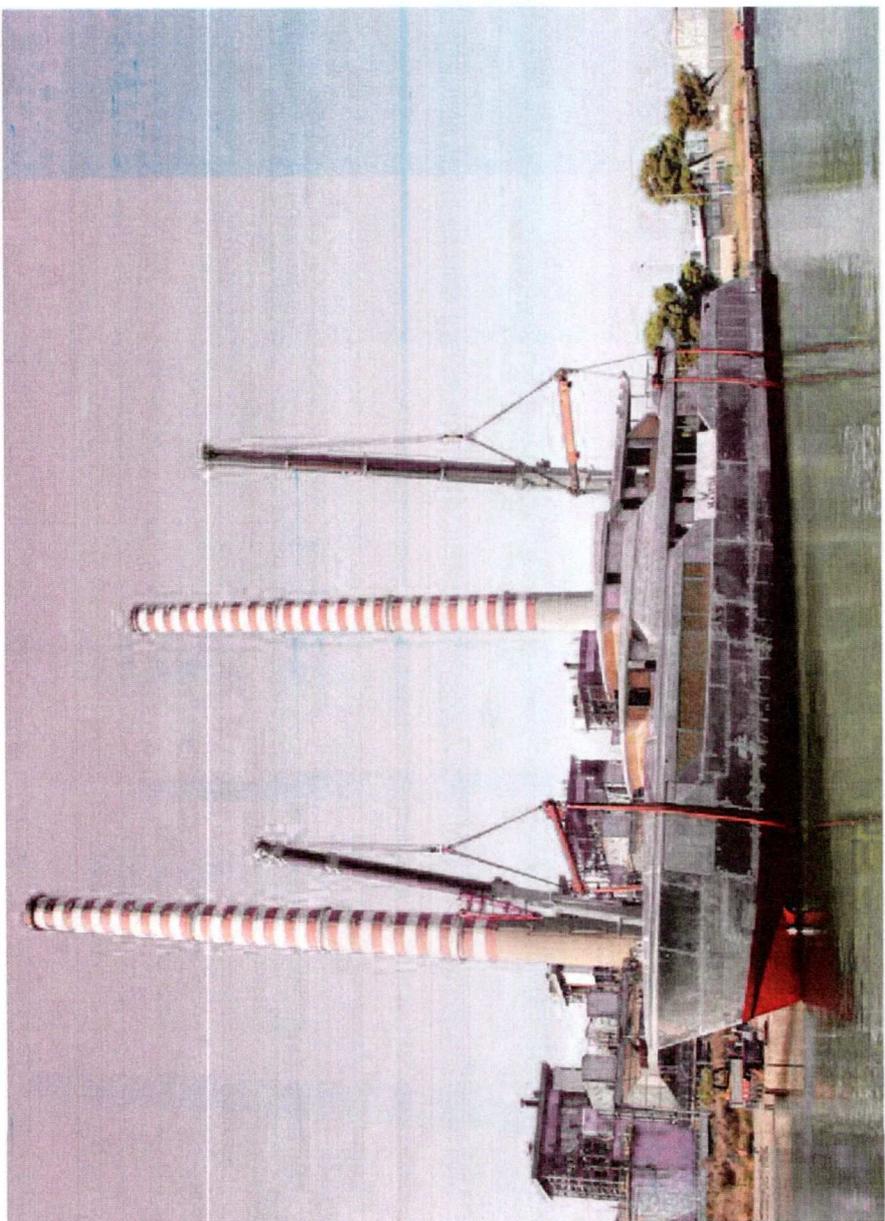
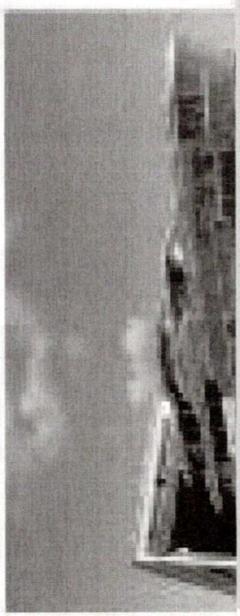
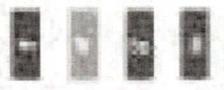
TR

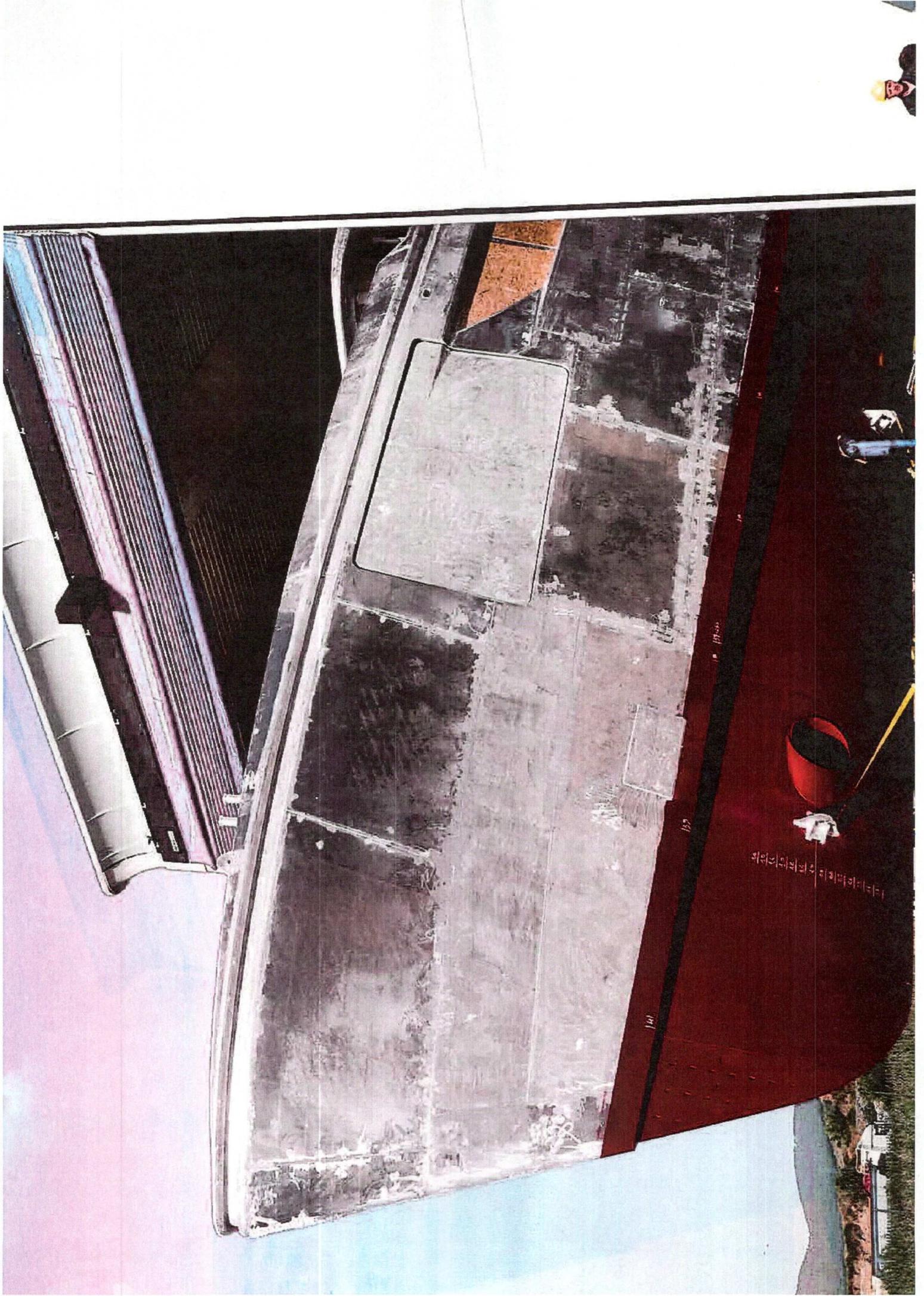
RASSEGNA STAMPA

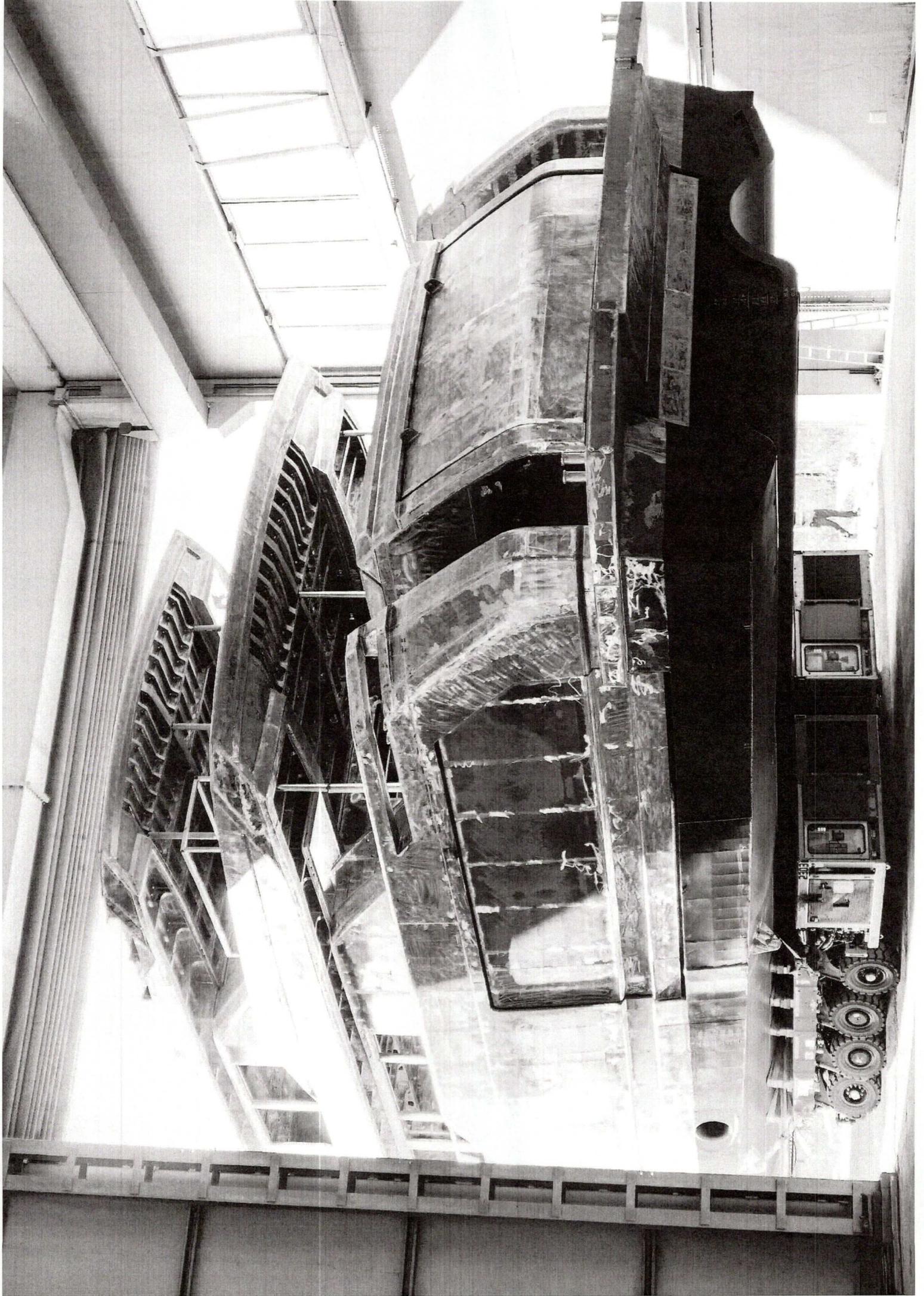
Un gigante d'acciaio realizzato a Montegemoli e guidato col joystick fuori dal capannone

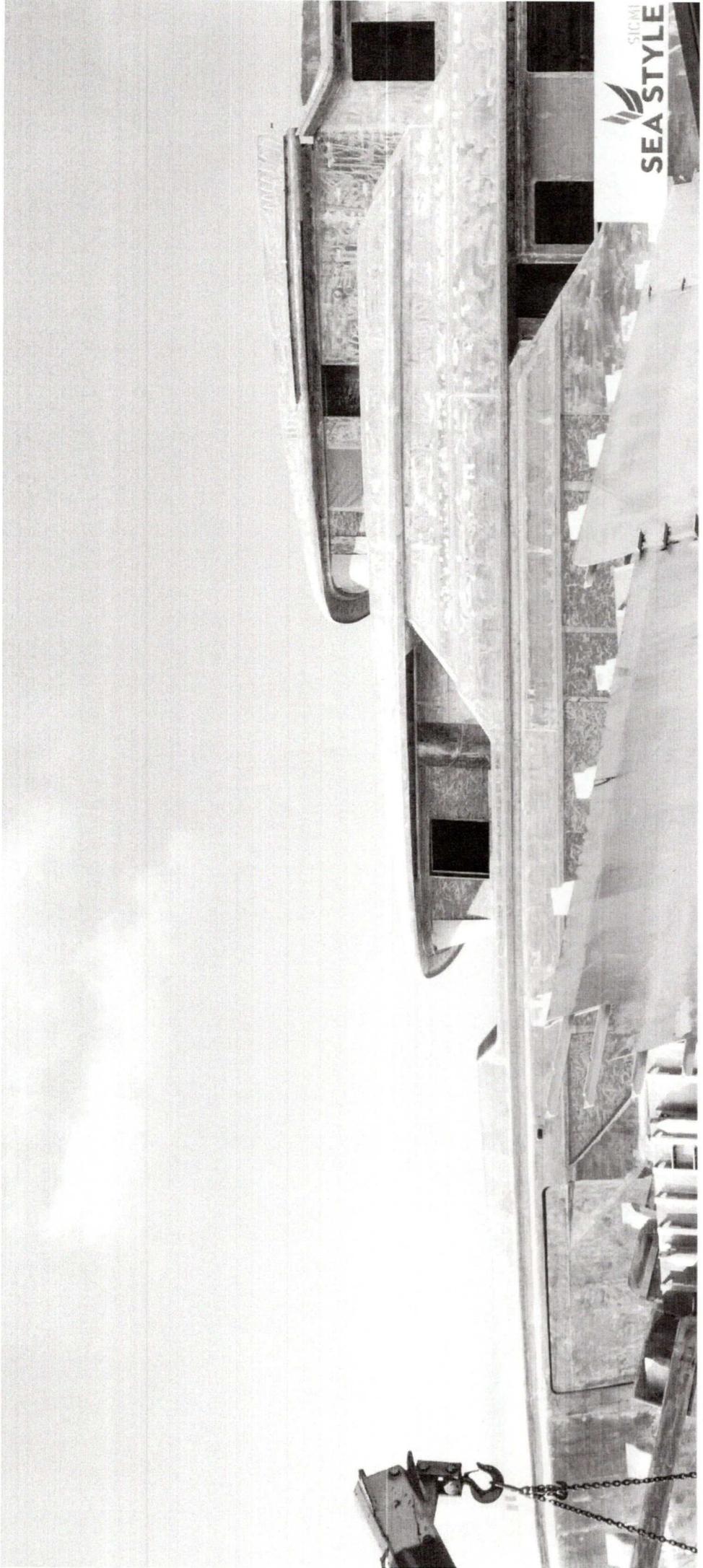
Dal cantiere Siroli Sida il primo vaso di quarantotto il megaponte, in mano a For del Sole, sarà rimorchiato a La Spezia di **GIACOMO CASATI**

14 maggio 2018











www.sicmiseastyle.it



**Stabilimento
Massafra:**
S.S. 7 Appia
Km 636,800
CAP 74016

**Stabilimento
Piombino:**
Via Po,43 -
Loc. Mongemoli
CAP 57025

1 8 / 2 0



www.sicmiseastyle.it

ANNEX - C-JOB TERMS

The following terms and conditions apply between C-Job and Client, including in respect of the delivery of any Services by C-Job.

1. The Services and/or Deliverables to be delivered by C-Job to Client are specified in the executed Order Document between Parties. An Order Document means a mutually agreed and duly executed document such as an agreement, contract, order form, statement of work, or duly accepted proposal issued by C-Job specifying the Services, fees and applicable terms. In case of conflict or discrepancies the Order Document prevails over these Terms and these Terms prevail over the DNR 2011.
2. **DNR 2011**
 - 2.1 The provisions of the DNR 2011, a copy of which was provided to by hand or electronically to the Client by C-Job with the Order Document, is hereby incorporated by reference and unless amended or stated otherwise below shall apply between parties in respect of the Services set out in the Order Document. DNR 2011 shall mean: "*DNR 2011 - Rechtsverhouding opdrachtgever – architect, ingenieur en adviseur DNR 2011, Eerste herziening, juli 2013*" (translated into English as "Legal relationship client – architect, engineer and consultant - DNR 2011 -First revision July 2013"), as filed with the registry of the court of Amsterdam on 3 July 2013 under number 56/2013. In case of conflict or discrepancies between the English and the Dutch version of the DNR 2011, the Dutch version shall prevail.
 - 2.2 Supplemental to section 12, DNR 2011, the following applies to Client in respect of commenting on Deliverables during the provision of the Services:
Unless specified differently in the Order Document, the time period during which Client may provide comments on any (sub) Deliverables, is ten (10) business days ("**Commenting Period**"). If the Client has no further comments the Client shall confirm such to C-Job (in writing or e-mail) within the Commenting Period. Nonetheless, should Client omit to provide said confirmation before the expiry of the Commenting Period, parties agree that such is deemed Client having no further comments and acceptance of the (sub)deliverable. Should Client subsequently issue comments or wish to initiate changes, any additional work, associated costs and delays are for the account of the Client and C-Job shall have no liability for any damages or costs in relation to such delays or additional work.
 - 2.3 The following is added to section 20.1 DNR: In the event that delays occur as a result of causes beyond the reasonable control of C-Job, parties shall mutually agree to appropriate changes to the delivery planning without further liability on the part of C-Job for damages in any form for such delays or resulting from such changes.
 - 2.4 C-Job does not exclude or limit its liability for damages caused by gross negligence, intent or willful misconduct (*grove schuld, opzet, of bewuste roekeloosheid*), or for death or personal injury caused by the gross negligence, intent or willful misconduct. In respect of section 15.1 of the DNR, Parties agree that C-Job's total liability is limited to the sum equal to the total Fees due for the Services and/or Deliverables included in the Scope as defined in the Order Document, with a maximum of € 1,000,000. Supplemental to Section 14.2., loss of and costs of interest and loss of reputation and associated damages are not considered direct damages.
 - 2.5 The following supplements Article 45 DNR: Provided Client has fulfilled all its payment obligations, Client may freely reuse the designs and/or drawing packages that were delivered as part of the Services and Client may elect to build multiple vessels from such designs and/or drawing package, however any incorporating of updates, upgrades, or iterations to the original design and/or drawing package is not included in the Scope pursuant to which the design and/or drawing package was delivered as set out in the executed Order Document; any such updates, upgrade or iterations shall be separately agreed

between parties in a Change Order.

Nothing in the Order Document shall give either party rights to any pre-existing intellectual property rights of the other party unless this is expressly provided for or is separately agreed mutually in writing subject to appropriate terms and conditions. If information or materials are used by a Party in the performance of its obligations in the Order Document, such use of information or materials shall not transfer ownership of that information or materials to the other Party.

Client shall have the right to modify or adapt the Deliverables as required or deemed appropriate by Client ("Modifications"), however any such Modifications shall render void any warranties or indemnities provided by C-Job.

C-Job retains title to any tools and/or documentation used or conceived in connection with the Service or Deliverables, including any ideas, concepts, know-how, methods, code and techniques developed or conceived by C-Job prior to or during the provision of the Services. Should during the course of providing the Services, C-Job create any inventions (being any new, useful process, machine, improvement, etc., that did not exist previously and that is recognized as the product of some unique intuition or genius, as distinguished from ordinary mechanical skill or craftsmanship) and that were not materially attributable to exact design specifications supplied by the Client prior to creation, such shall inventions are and remain solely owned by C-Job and where such inventions are patentable, C-Job has the right to apply for a patent on this invention under his name and at his expense. Should C-Job obtain a patent as mentioned above, C-Job grants the client a free of charge, limited, non-exclusive license to use this invention for its internal business purposes and only in relation to the Deliverables made available by C-Job to the Client pursuant to the Services in the present business of the client. This license is personal to the Client and not transferable to any third party. Sections 4a-4e of Article 46 of DNR 2011 shall not apply.

3. Out of Scope

The following (but not limited hereto) shall be considered out of Scope of any Project and Services:

- a. All work and activities, that are not explicitly mentioned as part of the Services and/or Deliverables in the executed Order Document between Parties.
- b. Significant changes that appear at a late stage of the design and engineering process, whereby updating of already completed documents or assignments is required.
- c. Any major modification, that may be required but could not be reasonably foreseen at the moment of issuing of the Order Document (e.g. a Proposal) to Client, and/or that became apparent during and which has an impact on the engineering process carried out under the Order Document.
- d. Processing of Class comments to deliverables that are requested later than six (6) weeks of submittal to Class, unless specified differently in the executed Order Document;
- e. FEM, CFD analysis, unless specified differently in the executed Order Document.

4. Client Responsibilities

- 4.1 The Client is responsible for giving the correct information required for the execution of the Services set out in the Order Document in a timely manner. C-Job may request any other reasonable information from Client insofar required for the performance of the Services and Client will deliver this information as soon as possible.
- 4.2 Client is responsible to appoint a sufficiently authorized project manager, who is responsible for managing and coordinating the project on the Client's side of the Project, including ensuring effective communication and progress monitoring.
- 4.3 Where required for the performance of the Services, Client shall give C-Job (rights to) access to a database with all equipment, made available on a shared location (VPN or box.com or equivalent) and shall include the status and revisions of all dimensional sketches. The maintenance of the content of the database shall be a primary responsibility of the Client.

5. Mutual Responsibilities

Upon start of the Project, during the initial Information and Project Planning Meeting, Parties shall

mutually agree to a master planning of the Services; and - insofar not specified in the Order Document, associated timing of Deliverables by C-Job to the Client.

6. Announcements.

Neither Party may issue press releases relating to the Order Document without approving the content with the other Party. Either Party may include the name and logo of the other Party in lists of Clients or vendors in accordance with the other Party's standard guidelines. In all expressions of the Client in the media or whatsoever describing and/or communicating this project, C-Job shall be mentioned as designer and consultant of engineering.

7. Services Offering.

Pursuant to the Order Document, C-Job will provide the Services set out in the Order Document on a Time and Expenses basis (Dutch translation: *opdracht wordt uitgevoerd op regiebasis*), or on a Fixed Fee basis (Dutch translation: *opdracht wordt uitgevoerd voor een vaste prijs*) as specified in the Order Document.

8. Time and Expenses/Fixed Fee.

In case parties agree to performance on a Time and Expenses basis, Client will be invoiced for actual hours/days of services performed and expenses, in accordance with the rates agreed in the Order Document. Although C-Job uses its expertise and experience to provide realistic estimates as provided in the Order Document agreed between parties, C-Job doesn't represent that the Services described therein will be completed within the estimated hours/days or estimated fees and expenses.

In case parties agree to performance on a Fixed Fee basis, parties agree to a fixed scope and fixed fee for the Scope as set out in the executed Order Document, excluding any additional and/or out of Scope work (Dutch translation: *meerwerk/additionele diensten*) and expenses. Client will be invoiced against agreed milestones/deliverables.

9. Payment Terms

Invoices are due and payable in accordance with the DNR article 56 as supplemented by these Terms. In addition to the Fees for the Services listed in the Order Document and associated costs, Client is responsible for and agrees to pay any applicable tariffs, levies, duties or taxes, including but not limited to, VAT in addition to the Fees, costs and expenses.

In addition to the Fees for the Services, any costs, such as travel expenses, expenses for accommodation and daily allowances expenses made by C-Job and its consultants and any expenses in respect of the Project that are not covered in the Fees, will be invoiced separately on a monthly basis. C-Job will endeavor to keep the Client informed of ongoing expenses.

All payments shall be made without deduction or set off and are due thirty (30) days from date of C-Job's invoice. In the event a payment due date falls on a weekend or a holiday the payment shall be payable by the Client to C-Job on the business day immediately prior to such date.

In addition to the provisions of DNR 56.6-7. if Client's account is sixty (60) days or more overdue, C-Job reserves the right with prior written notice to withhold performance of its obligations under the Order Document, without liability, until such amounts are paid in full.

10. Applicable Law, Arbitration, Choice of Forum.

10.1 Choice of Law. The laws of the Netherlands (excluding its conflict of laws provisions) shall govern the construction and enforceability of the Order Document. The Services to be performed and provided thereunder shall be subject to and governed by the laws of the Netherlands.

10.2 The Parties agree that any dispute that cannot be resolved in good faith or any action arising under or relating to the Order Document shall lie within the exclusive jurisdiction of the Courts of Amsterdam, the Netherlands. Unless agreed otherwise in the event of any conflict between the provisions of any of the documents and formal proceedings for the resolution of a dispute may not be commenced until the earlier of: (i) the good faith determination by the appointed senior personnel of Parties that amicable resolution through continued negotiation of the matter does not appear likely; or (ii) thirty (30) days

following the date that the dispute was first referred to the appointed senior personnel. The provisions of (i) and (ii) will not prevent a Party from instituting formal proceedings to the extent necessary to avoid the expiration of any applicable limitation periods or to pursue equitable rights or injunctive remedies deemed reasonably necessary to protect its interests.

11. Client Data.

11.1 If Client transfers any personal data to C-Job as a requirement pursuant to any C-Job Offering, then Client represents that (i) it is duly authorized to provide personal data to C-Job and it does so lawfully in compliance with relevant legislation, (ii) C-Job and any entity within the C-Job group of companies (each a "C-Job entity") or its subcontractors can process such data for the purposes of performing its obligations and (iii) C-Job may disclose such data to any C-Job entity and its subcontractors for this purpose and may transfer such data to countries outside of the country of origin. Data of a confidential nature shall be held in confidence by C-Job; any such data shared with its subcontractors shall be subject to appropriate non-disclosure agreements.

The remainder of this page is left blank intentionally.

ANNEX – C-JOB ADDITIONAL SERVICES FEES, EXPENSES & COSTS RATE LIST

1. Rates for Out of Scope - Additional designs and services

The following rates apply to **Out of Scope Services and additional design** Services performed pursuant to Proposal no. 20.029 by C-Job for A.M.A.T. and apply to additional designs or services that may be agreed between Parties pursuant to executing a Change Request. Rates for such additional designs and services are stated in the table below. Any costs or fees associated with any additional services or items that are not included in the Scope of Work, will be borne by the Client and due payable to C-Job upon being incurred.

All prices mentioned are in Euro and excluding VAT.

2. Hourly Rates – MAN HOUR RATES DESIGN & ENGINEERING

Consultancy	€ 143,00 per hour
Senior Project Manager	€ 110,50 per hour
Project Manager	€ 99,50 per hour
Expert Naval Architect / Engineer	€ 99,50 per hour
Lead Naval Architect / Engineer	€ 84,00 per hour
Senior Naval Architect / Engineer	€ 84,00 per hour
Naval Architect / Engineer	€ 74,00 per hour
Senior Draftsman	€ 74,00 per hour
Draftsman	€ 63,00 per hour
Stability Analysis Software NAPA	€ 8,00 per hour extra
Finite Element Analysis Software ANSYS	€ 8,00 per hour extra
Travelling Time per engineer	€ 50,00 per hour
- By car	€ 0,40 per kilometer
International Travelling & Accommodation	In Mutual Agreement, Reasonable & Fair

All above stated prices are stated in EUR, exclude VAT and taxes and are valid until 31-12-2020.

PROPOSAL

100 PAX PASSENGER FERRY

Initial Design



Project number: 20.029
Proposal Date: 2020-02-28

AmAt
Azienda per la Mobilità nell'Area di Taranto

GJOB
DEDICATED NAVAL ARCHITECTS

About C-Job Naval Architects

C-Job Naval Architects is a global independent ship design and engineering solutions provider.

At C-Job Naval Architects, we have a passion for designing ships. In everything we do, we offer a high quality, innovative and sustainable service based on the needs of our clients. We aim to be the number one professional partner when it comes to engineering solutions in the maritime industry. We achieve this goal by effectively engaging our flexible, proficient and well-trained professionals in an effective way and creating a collaborative environment in which they can thrive to get the best results for our clients. We offer our people opportunities to develop themselves both personally and professionally.

C-Job has vast experience in the design of electric, hybrid and conventional passenger ferries throughout all its design phases: starting from the Initial & Concept phase via the Basic phase to Detailed design phase. After the Detailed design phase C-Job offers build assistance and inspection services to ensure the design is correctly applied during the build of the vessel.

By closely listening to our clients while relying on our vast experience, we create innovative designs, while remaining focused on minimizing the operational costs.

C-Job has its main office in the Netherlands and operates four additional offices in the Netherlands, Ukraine and United States of America, and has representatives in Canada, Middle East and India. C-Job employs over 160 committed engineers and naval architects.

EXECUTIVE SUMMARY

As discussed during the visit of the AMAT delegation to C-Job end of January this year, AMAT is looking for a fast passenger ferry with a capacity of 100 pedestrians, operating with the lowest environmental footprint possible, while still being economically feasible.

C-Job proposes to perform an initial design, which can be presented to the city council to obtain approval for the continuation of this project.

A rendering presentation of this design will most likely contribute to obtaining a positive decision from the city council and is therefore added to this quotation.

In this proposal the initial design process of the passenger ferry is described in two different approaches, one based on a 2D General Arrangement and the other based on a 3D Rhino model.

We are looking forward starting this project. Please do not hesitate in contacting us with any questions or clarification requests.

Sincerely,
C-Job Naval Architects

A handwritten signature in blue ink, appearing to read "Basjan Faber", written over a light blue horizontal line.

Basjan Faber
CEO

DESCRIPTION OF SERVICES

The initial design project can be done on two different approaches, that are both presented in this proposal:

- 1) Based on a 2D General Arrangement
- 2) Based on a 3D model

Both approaches are described with their advantages and disadvantages.

2D General Arrangement

After having completed a reference study, a check on class requirements and a study on the operational profile and the propulsion, an initial 2D General Arrangement drawing and a preliminary spec sheet are made. This process is the quickest and cheapest way to come to an initial design. However, in case a rendering presentation is required as well, a 3D model still needs to be made as input for the rendering process, resulting in a total investment equal to the second approach.

3D model

After having completed the reference study, a check on class requirements and a study on the operational profile and the propulsion, a 3D model of the vessel is built, before creating the initial General Arrangement drawing and the initial spec sheet.

The optional rendering process will then require less hours, as the 3D model can directly be used as input for this rendering as well.

The second approach, with creating a 3D model in an early stage, has the following advantages over the first approach:

- The styling of the design is likely to be of higher quality
- A preliminary weight estimation can be made in an early phase
- Resistance checks and propulsion requirements can be made with better accuracy

A Scope of Work setting out the details of the above summarized Services, is included with this Proposal as **Appendix – Scope of Work**.

SERVICES AND DELIVERABLES; FEES

Upon Client accepting this Proposal, C-Job agrees to provide the Services described below and as further specified in the **Appendix – Scope of Work** and Client agrees to pay C-Job the Fees set out in the table below.

Items	Description	Fee
<i>Item 1a</i>	<i>Initial Design (based on 2D General Arrangement)</i>	€ 8.200,00
<i>Item 1b</i>	<i>Rendering (optional)</i>	€ 5.000,00
<i>Item 2a</i>	<i>Initial Design (based on 3D Model)</i>	€ 11.200,00
<i>Item 2b</i>	<i>Rendering (optional)</i>	€ 2.000,00
TOTAL:	(either item 1 or item 2, including optional Rendering)	€ 13.200,00

The Fixed Fee(s) above only cover and apply to the Scope defined in this Proposal.

Any additional Services that are not included in the Scope defined in this Proposal are subject to payment of Additional Fees. Any additional designs or services shall be mutually agreed between parties by way of executing Change Orders; the rates for such additional designs and services are stated in the Additional Services Rate List (attached as an Annex to this Proposal).

CHARGES, COSTS AND EXPENSES

Costs and expenses for travelling time, transport, travelling expenses, visas, meals and accommodation are not included in this Proposal and will be charged separately to and be due payable by the Client in accordance with the C-Job Additional Services Fees, Expenses and Costs Rate List. Client and C-Job shall mutually agree to any international travel prior to C-Job incurring the costs.

The costs for review and Classification, costs for Authority approval and costs for advice and/or services from third-parties that are not explicitly specified in this Proposal (e.g. noise and vibration analysis) are not included and therefore will be charged separately to and be due payable by the Client to C-Job.

INVOICING AND PAYMENT TERMS

The fees due for the Services and Deliverables specified in this Proposal, shall be invoiced as follows:

Invoice schedule	Milestone Description	Fees Due (option 1)	Fees Due (option 2)
Proposal Date	Up Front Payment Due Upon Signing of Proposal	€ 3.500,00	€ 3.500,00
Invoice 1	Completion of Initial Design	€ 4.700,00	€ 7.700,00
Invoice 2	Completion of Rendering (if applicable)	€ 5.000,00	€ 2.000,00

Payment Terms: invoices are due and payable in accordance with the C-Job Terms.

APPLICABLE TERMS AND CONDITIONS

This Proposal was issued by C-Job on the Proposal Date (as stated on the cover page) and is valid for acceptance by Client for a period of 2 months by way of signature of this Proposal.

The Services are subject to the terms of this Proposal and:

Appendices:

- Scope of Work;

Annexes:

- Annex: C-Job Additional Services Fees, Expenses and Costs Rate List;
- Annex: C-Job Terms;
- Annex: DNR2011 (attached separately to the e-mail in which this Proposal was sent).

Any conflict or inconsistency among or between the terms and conditions of this Proposal and/or the Appendices and Annexes listed above comprising Parties' agreement with respect to the Services set out in this Proposal shall be resolved according to the following order of precedence, from the document with the greatest control to the least: (1) this Proposal; (2) Scope of Work; (3) C-Job Additional Services Fees, Expenses and Costs Rate List; (4) C-Job Terms; (5) DNR2011.

For the avoidance of doubt, a purchase order or similar document issued by the Client, shall not modify the terms of the documents that comprise the parties' agreement, nor shall any of Client's purchasing, general terms, or any other terms apply. Other terms and conditions outside this Proposal, implicitly or explicitly imposed by Client to C-Job, are explicitly not part of Parties' agreement and shall not apply between Parties.

CONCLUSION OF PARTIES' AGREEMENT

Upon signature below, Client hereby declares it has reviewed this Proposal, including all listed Appendices and Annexes, accepts the Proposal and hereby agrees to obtain the Services from C-Job, pay the Fees and costs described therein and to be bound by the terms and conditions set out in this Proposal.

Signature. The Parties have caused their agreement in respect of the subject matter stated to come into force by execution of this Proposal by their duly authorized representatives as identified below.

Project No: 20.029

Azienda Municipalizzata Autotrasporti Taranto	C-Job & Partners B.V.
Signature: _____	Signature: _____
Date:	Date:
Represented by:	Represented by:
Title:	Title:

APPENDIX – SCOPE OF WORK

The below describes the detailed the Scope as referred to in the Proposal for Project, no.20.029.

ASSUMPTIONS

The Services engagement is based on the following assumptions:

The Proposal is based on following a continuous design and engineering process. Any disruptions in this process will affect planning and budget. For this reason, parties agree to set up an Information and Project Planning Meeting on a weekly basis to ensure that relevant information is shared on the progress of the design and engineering process and any associated fluctuation in costs.

DETAILED SCOPE

The agreed Scope is detailed in the below attached Appendix - Scope of Work

OUT OF SCOPE

All work and activities, that are not explicitly mentioned as part of the Services and/or Deliverables in this Scope of Work, or which have been excluded in the C-Job Terms, are out of Scope.

CHANGE ORDERS

Should any changes to the Proposal and/or this Scope of Work, including therein stated Assumptions, Out of Scope and/or Scope of Delivery/Delivery Types be required, Parties shall agree in writing to such additional Deliverables and/or Services, the associated costs, and updates to the planning, by way of mutually executing a Change Order, which shall be considered binding after having been signed by both Parties.

Should any additional Deliverables or Services be required pursuant to the Change Order, the applicable Fees will be based on the rates stated in the C-Job Additional Services Fees, Expenses and Costs Rate List and any associated costs related to such change request will be borne by the Client and due payable to C-Job upon being incurred.

APPENDIX – SCOPE OF WORK

Option 1 – Initial Design based on 2D GA	Delivery Type
<i>Reference study</i>	<i>Memo</i>
<i>Check on Class Requirements</i>	<i>Memo</i>
<i>Study operational profile + propulsion</i>	<i>Report</i>
<i>General Arrangement (3 views)</i>	<i>2D Drawing</i>
<i>Spec sheet (short)</i>	<i>Report</i>
<i>Rendering (optional)</i>	<i>Rendering images</i>

Option 2 – Initial Design based on 3D Model	Delivery Type
<i>Reference study</i>	<i>Memo</i>
<i>Check on Class Requirements</i>	<i>Memo</i>
<i>Study operational profile + propulsion</i>	<i>Report</i>
<i>Rhino model (simple)</i>	<i>3D Model</i>
<i>General Arrangement (3 views)</i>	<i>2D Drawing</i>
<i>Spec sheet (short)</i>	<i>Report</i>
<i>Rendering (optional)</i>	<i>Rendering images</i>

ATTACHMENT – REFERENCES

C-Job has a vast amount of references in the industry, where we executed both new built and conversion projects.

GVB Amsterdam – Electric Heavy-Duty Ferries



C-Job has designed the electric Ro-Ro ferries for Gemeentelijk VervoerBedrijf in Amsterdam. The ferries recharge their batteries during the unloading and loading of passengers and vehicles. In order to maintain efficiency of service and a quick turnaround, this charging process will take a maximum of four (4) minutes. This notably short charging period will be enough for the vessels to operate a 24/7 service with no overnight charging required.

The new vessels will replace existing ferries that currently operate on three different routes west of Amsterdam. These ferry services are utilized by a wide range of users: including pedestrians, cyclists, cars and trucks.

The ferries will also be able to transport oversize loads of up to 100 tons with an axle weight of 12 tons. In addition to their 'plug-in' electric capabilities, the new ferries will also be able to recharge their own batteries using an on-board diesel generator. This will be used during non-standard operations such as sailing to a nearby shipyard for service or maintenance.

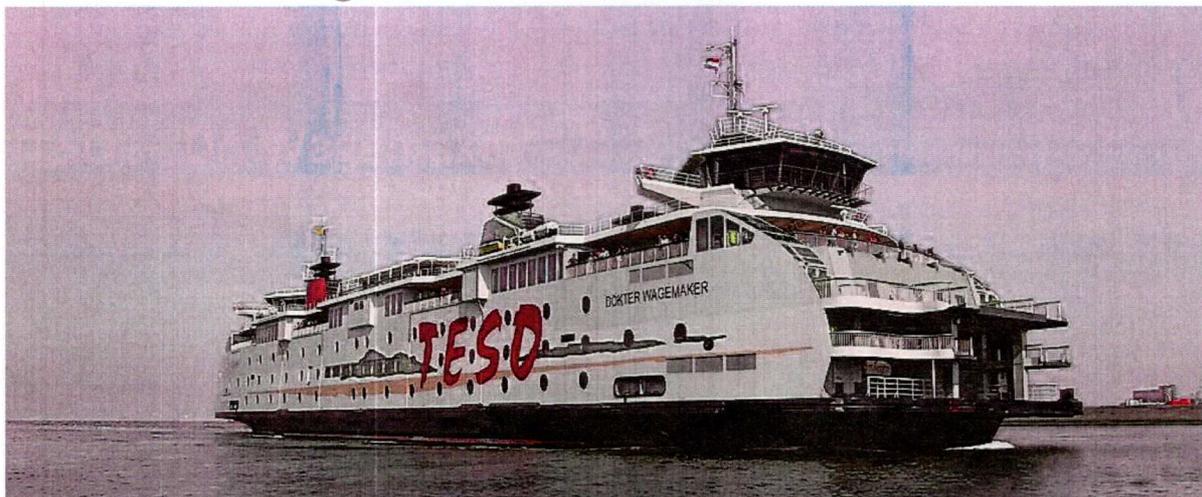
TESO – ‘Texelstroom’



C-Job was responsible for the Initial, Concept and Basic Design for the double-ended ferry ‘Texelstroom’ which sails between the Dutch island of Texel and Den Helder since 2016. The ferry is operated by locally owned organization TESO. The challenge was to achieve an increase in capacity (cars) by 10% without increasing the length due to less maneuverability and less wind pressure. Thanks to C-Job’s ingenuity of its T-shaped design, the car capacity was increased by 18% and, although the lateral surface increased marginally, the wind pressure was reduced compared to the Dr. Wagemaker.

Texelstroom has a dual fuel system with CNG. Furthermore, there is a hybrid propulsion system with battery packs to shave of the peaks in energy demand on board. Solar panels fitted on the roof are responsible for about half of the hotel function.

TESO – ‘Dr. Wagemaker’



C-Job designed a new fuel saving mooring system. Thanks to this new application to keep the ferry ‘Dr. Wagemaker’ in place, the vessel saves up to 15.000 liters of fuel each month. C-Job was also responsible for the engineering to strengthen the vessel’s hull.

Stena Line – Stena Transit & Transporter



As regulations demand vessels to be cleaner, C-Job assisted Stena Line with the integration of a Wärtsilä scrubber system.

For this project C-Job created the Detail Design together with Damen Shiprepair Amsterdam for the scrubber integration on the Stena Transit & Transporter Ferries.

To be able to fit the Scrubbers in the funnel, it needed to be extended in height and width. The piping system is designed with the use of a full laser scan of the engine room and funnel, together with multiple visits onboard the vessel. This resulted in a design that fits the existing engine room seamlessly without major modifications. The installation was done in October of 2015 at Damen Shiprepair Amsterdam.

R&D Project – NH₃ Powered Ferry & Cruise Vessels



C-Job foresees the need for renewable future-proof fuels and has identified ammonia to be one of the high potentials. Therefore, the company is working on concept ship designs integrating ammonia as a fuel reviewing options with both combustion engines and fuel cells.

C-Job has been researching the viability of ammonia as a ship's fuel for some time now – and the results look very promising. Due to its long history in the fertilizer industry, it is an easily sourced material with established safe working practices, which for the maritime sector, is a major factor in risk analysis.

In terms of its sustainable characteristics, ammonia is more than suitable. Production is straightforward; it can even be produced using the periodic overcapacity of renewable energy sources such as wind and solar power. For propulsion requirements, ammonia-powered internal combustion technology already exists.

And to top all that – and of particular relevance to the ferry industry – ammonia produces emissions that are not only carbon-free, but also soot-free. Niels de Vries, Lead Naval Architect at C-Job, says “This improvement in air quality, in combination with the knowledge that they are sailing on a sustainable vessel, will substantially heighten passenger comfort and satisfaction.”

Waternet – Hybrid Service Vessels



C-Job created the Initial and Concept Design for the Hybrid Crane Vessel for the municipality of Amsterdam.

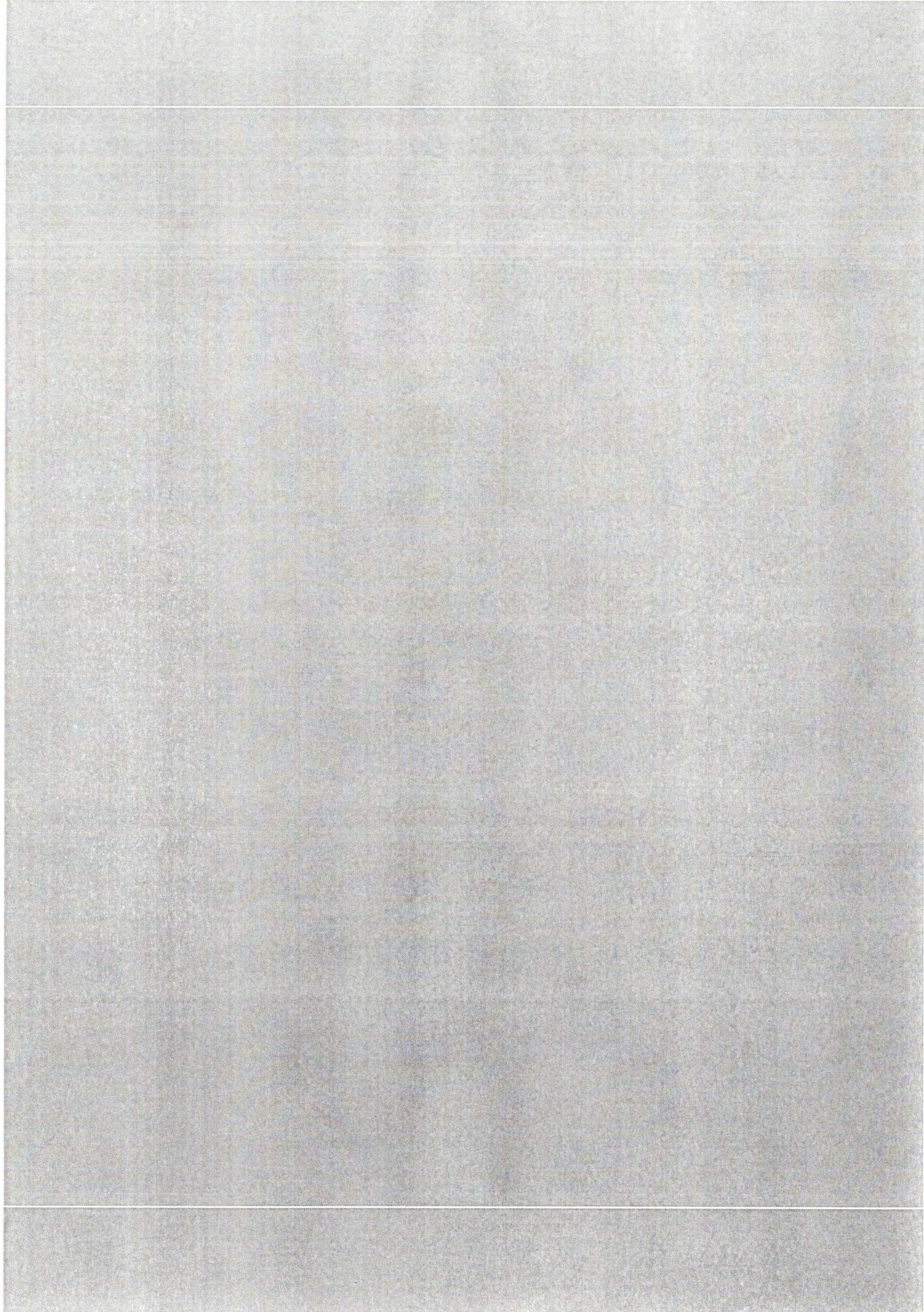


“Waternet”, the governmental organization responsible for the waterways in the region of Amsterdam, also asked C-Job Naval Architects to make an Initial and Concept Design for this Hybrid Service Vessel.

Disclaimer. The information, material, content and images in this Attachment – References (the “Information”), is for informational purposes and reference only and is not intended to provide specific building, construction, financial, investment, legal or other types of advice for you, and should not be relied upon in that regard. All pictures, descriptions plans and specifications are approximate only and may be subject to change without notice. The Information in no way represents an offer and is not part of the Proposal and/or Order Document to which this/these reference(s) are attached or any scope, services or deliverables stated therein. All rights reserved.

The New Rules 2011

**Legal relationship
client – architect,
engineer and consultant
DNR 2011**



**Legal relationship
client – architect, engineer
and consultant DNR 2011**

First revision July 2013



BNA
Royal Institute of Dutch Architects

Jollemanhof 14
P.O.box 19606
1000 GP Amsterdam
T +31 20 555 36 66
bna@bna.nl
www.bna.nl



NLingenieurs
Branch association of consultancy and management
firms and firms of consulting engineers

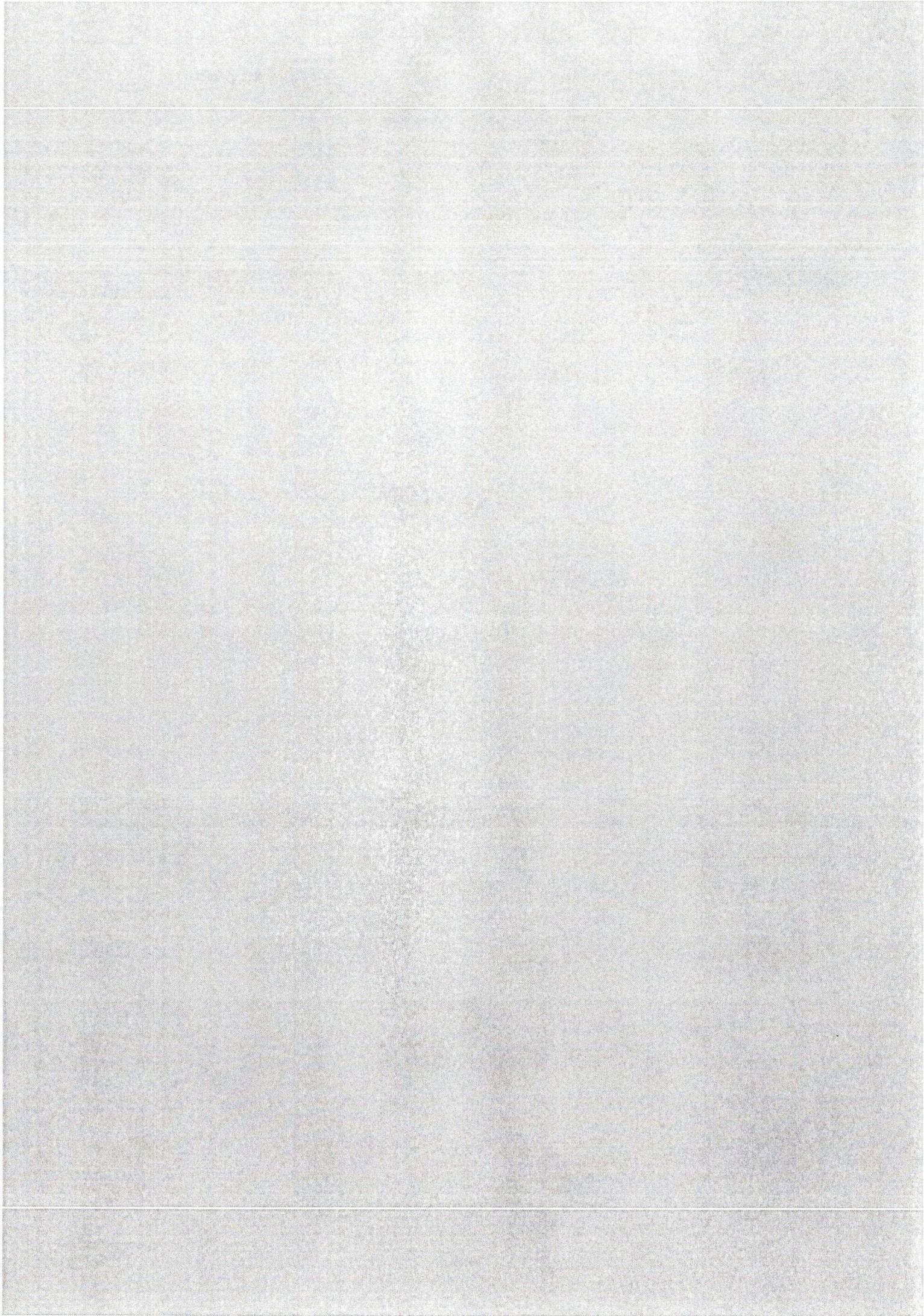
Jollemanhof 14
P.O.box 63
1000 AB Amsterdam
T +31 70 314 18 68
info@nlingenieurs.nl
www.NLingenieurs.nl

The New Rules 2011 are a revised version of The New Rules 2005.
The New Rules 2011 therefore replace The New Rules 2005.
Explanatory notes and a Standard form of Basic contract accompany
The New Rules. These can be obtained separately.

In this first revision (July 2013) article 56 has been adapted.

**Legal relationship
client – architect, engineer
and consultant DNR 2011**

First revision July 2013



Contents

Chapter 1 Definitions	Article 1 Definitions 11
Chapter 2 General provisions with respect to the commission	Article 2 The commission 12 Article 3 Preliminary investigation 13 Article 4 Laying down the commission 13
Chapter 3 Special provisions with respect to the commission	Article 5 Activities by other parties 14 Article 6 Appointing more than one consultant 14 Article 7 The consultant as agent of the client 14 Article 8 Aesthetic value 14
Chapter 4 Adjustments and alterations	Article 9 Adjustments to the commission 15 Article 10 Unforeseen circumstances 15
Chapter 5 General obligations of the parties	Article 11 General obligations of the consultant 16 Article 12 General obligations of the client 17
Chapter 6 Liability of the consultant	Article 13 Liability of the consultant for culpable shortcomings 19 Article 14 Compensation 19 Article 15 Extent of the compensation 20 Article 16 Liability period and expiration terms 20 Article 17 Other provisions with respect to compensation 21 Article 18 The client is a consumer 21
Chapter 7 Delay, interruption and the consequences thereof	Article 19 Delay and interruption of the commission 22 Article 20 Consequences of the delay or interruption of the commission 22
Chapter 8 Provisions applicable to cancellation of the commission	Article 21 Mode of cancellation 23 Article 22 Limitative regulation of the grounds for cancellation 23 Article 23 General obligations of the parties after the cancellation of the commission 23

Chapter 9
Cancellation of the commission

Article 24
Cancellation of the commission without reason 24
Article 25
Reasons for the cancellation of the commission 24
Article 26
Delay and interruption 24
Article 27
Culpable shortcomings 24
Article 28
Force majeure 24
Article 29
Insolvency 24
Article 30
Modification of the legal form or the collaboration form 25
Article 31
Decease 25
Article 32
Incapacity for work of a particular person 25

Chapter 10
Consequences of the
cancellation of the commission

Article 33
Payment obligation after the cancellation without reason by the client 26
Article 34
Rights on the advice after the cancellation without reason by the client 26
Article 35
Payment obligation after the cancellation without reason by the consultant 26
Article 36
Rights on the advice after the cancellation without reason by the consultant 27
Article 37
Payment obligation after cancellation by the client on a ground accountable to the consultant 27
Article 38
Rights on the advice after cancellation by the client on a ground accountable to the consultant 28
Article 39
Payment obligation after cancellation by the client on a ground accountable to the client 28
Article 40
Rights on the advice after cancellation by the client on a ground accountable to the client 28
Article 41
Payment obligation after cancellation by the consultant on a ground accountable to the client 29
Article 42
Rights on the advice after cancellation by the consultant on a ground accountable to the client 29
Article 43
Payment obligation after cancellation by the consultant on a ground accountable to the consultant 29
Article 44
Rights on the advice after cancellation by the consultant on a ground accountable to the consultant 30

Chapter 11
**Ownership and use of rights
on documents of the consultant
with respect to the advice**

Article 45
Ownership of documents 31
Article 46
Rights of the consultant on the advice 31
Article 47
The execution of the object 32
Article 48
Right of repetition of the advice 32

Chapter 12
Financial provisions

Article 49
General provisions 33
Article 50
Consultancy costs 33
Article 51
Determination of the consultancy costs 34
Article 52
Calculation as a percentage of the execution costs 34
Article 53
Calculation on the basis of spent time 35
Article 54
Determination of a fixed sum 35
Article 55
Consultancy costs in the case of adjustments and alterations 35
Article 56
Payment of consultancy costs 36

Chapter 13
**Applicable law, disputes
and enactment**

Article 57
Applicable law 37
Article 58
Disputes 37
Article 59
Enactment and deposit 37

Article I Definitions

Hereunder follows what is to be understood under:

advice

the result of the activities of the consultant;

architect

within the framework of these rules to be called consultant;

client

the party which grants the commission;

commission

the agreement between the client and the consultant;

consultant

the party which accepts the commission;

consultancy costs

the fee and the costs, with the word exclusion of the turnover tax;

consumer

a natural person who, within this context, does not act in the pursuance of his or her profession or business;

costs

the costs of supervision and expenses, with the exclusion of the turnover tax;

culpable fault

a shortcoming accountable to guilt, or by virtue of the law, legal action or according to generally accepted opinions comes at the expense of the debtor. Under generally accepted opinions is to be understood: a shortcoming which a well and conscientiously operating consultant or client under the relevant circumstances and with regard to a normal attentiveness – and with respect to the consultant: equipped with the professional knowledge and means required for the commission – should have been able and ought to have avoided;

documents

information carriers in whatsoever form;

engineer

within the framework of these rules to be called consultant;

execution costs

the costs of execution of the object by the executing parties, with the exclusion of the turnover tax;

fee

the remuneration which the consultant is entitled to for his activities, with the exclusion of the turnover tax;

object

within the framework of the project the product of material nature to be executed;

participant

each participant to the project, among whom the client, the consultant, third-party-consultants and those who execute the object;

project

the whole of activities, under which the activities commissioned to the consultant, directed at bringing about that which the client has in mind;

rights of the consultant

rights of the consultant to which he is entitled by virtue of the law and/or the contract

stage

a clear-cut phase with a defined and verifiable result;

these rules

the Legal relationship client-architect, engineer and consultant DNR 2011;

third-party-consultants

consultants who are not a party in the commission granted to the consultant;

to second

to provide one or more natural persons at the disposal of a client in order to perform activities under his guidance and supervision;

work

designs, sketches, plastic works, inventions and the like within the meaning of the Author Act 1912 and/or Statute law with regulations with regard to patents.

Article 2
The commission

- 1
The commission includes everything that has been agreed upon between the client and the consultant.
- 2
The consultant provides the potential client with these rules as soon as possible, but does this at the latest when notifying him of the written concept of the commission.
- 3
Prior to the coming about of the commission, parties shall confer, as far as possible at that moment and as far as relevant, about:
- 3a
the content and scope of the activities to be carried out by the consultant;
- 3b
the provision of data, including a brief, by or on behalf of the client to the consultant and, if data are provided by the client, the nature of these data and at which time they will be provided;
- 3c
which third-party-consultants will be appointed by the client and which activities they will have to carry out;
- 3d
the timetable within which the consultant will have to carry out (parts of) the commission;
- 3e
the eventual phasing of the execution of the commission;
- 3f
the eventual acting as agent of the client by the consultant and during which period, as well as the scope of his competence as agent;
- 3g
the designation of a natural person who will represent the client with respect to the commission;
- 3h
the question with which special public or private legislation consideration should be taken and which obligations the consultant should assume in this respect;
- 3i
the way in which quality assurance will eventually be organized;
- 3j
the amount of the execution costs which may approximately be involved in the execution of the object;
- 3k
the way in which the consultancy costs of the consultant will be determined and which part thereof will be allocated to separate stages and a payment schedule;
- 3l
an estimate of the consultancy costs split up according to the different stages;
- 3m
whether, and if so in which way, rate alterations and indexations with respect to the consultancy costs will be applied;
- 3n
the nature and scope of expenses;
- 3o
the manner in which, and if necessary in what frequency, the transfer of information and consultation between the consultant and the client as well as between the consultant and third-party-consultants will take place;
- 3p
the form and the number in which documents will be delivered to the client and eventual third parties and under which conditions this will take place;

3q

the activities for which the professional indemnity insurance is concluded;

3r

the scope of the compensation for damages;

3s

which legal interest, as meant in article 6:119/article 6:119a Civil Code, is to be agreed upon;

3t

the manner in which they will handle with respect to subjects which at the time of the coming about of the commission could not yet be settled.

Article 3

Preliminary investigation

1

The consultant advises the client to commission him with carrying out a preliminary investigation:

1a

if the client cannot provide a brief which can act as a sufficient point of departure for the consultant to start his activities;

1b

if it is not clear enough for the consultant whether the fulfilment of the commission is possible, also with regard to the provisions of article 2, clauses 1 up to and including 3;

1c

in all other cases in which the consultant deems it desirable with a view to the proper fulfilment of the commission.

2

If the client goes along with the advice to carry out a preliminary investigation, then the consultant draws up in consultation with the client a written concept of the commission for a preliminary investigation, in which the provisions of article 2 are applied in a similar way.

3

If the client does not go along with advice to carry out a preliminary investigation, then the parties will enter in consultation with each other. In this consultation the parties will observe each other's legitimate interests.

Article 4

Laying down the commission

1

If the consultant, with a view to what has been agreed according to article 2 clause 3 or article 3 clause 2, deems fulfilment of the commission possible, he then draws up a written concept of the commission in consultation with the client, from which emerges what has been agreed upon as well as the applicability of these rules.

2

The commission is concluded when the consultant has confirmed in writing that the provisions have been laid down according to clause 1 of this article, or when for that purpose a written offer by the consultant has been accepted by the client within the period of validity of that offer, or when that which has been laid down is agreed upon in another way in writing by the parties.

3

The provision in clause 2 leaves unaffected that the existence and the contents of the commission can be proven by all possible means.

Article 5

Activities by other parties

The consultant is entitled to let others execute activities under his guidance, and with regard to certain parts also leave the guidance to others, and such without prejudice to his responsibility for the sound fulfilment of the commission.

Article 6

Appointing more than one consultant

1
If the proper realization of the project requires the appointment of one or more third-party-consultants, then the client shall not proceed to such action without prior consultation with the consultant.

2

The consultancy costs of the third-party-consultants mentioned in clause 1 shall be paid by the client to these consultants, unless otherwise agreed.

3

If the consultant is to work together with third-party-consultants, then the client determines which participant is responsible for the tuning in of the activities of the different consultants and which participant is responsible for steering the process of the activities of the different consultants.

4

If the client prescribes a person whose services are to be used by the consultant in the execution of his obligations, then the consultant shall submit the conditions which he and that person intend to agree upon to the client for his approval and/or acceptance.

Article 7

The consultant as agent of the client

1

The consultant acts as agent of the client if and insofar as the client has assigned the consultant in writing for that purpose. The lack of a written authorization cannot be brought in against the consultant, if and insofar as the consultant proves that the client has otherwise explicitly given permission, or if and insofar as acting as an agent follows from the given circumstances or the nature of the commission.

2

If and insofar as the consultant has assigned the consultant as his agent, he shall not give orders or instructions without the consultant to third parties who are executing the object referred to in the commission, or are carrying out deliveries for that purpose, or are supervising that execution. If in an urgent case the client has nevertheless given orders or instructions as mentioned here, then he shall immediately inform the consultant thereabout.

Article 8

Aesthetic value

When judging whether the commission has been properly carried out, the aesthetic value is left out of consideration, thereby leaving unaffected the requirement that reasonable standards should be met.

Article 9

Adjustments to the commission

1

Parties consult with each other with respect to an adjustment of the commission if:

1a

alterations arise in the points of departure or other circumstances which underlie the commission;

1b

the proper fulfilment of the commission requires extra activities. Within this consultation, parties observe due regard to each other's justified interests.

2

The following circumstances give cause anyway for an adjustment of the commission:

- relevant alterations of (government) regulations or decrees;
- relevant alterations in the brief or the original commission;
- alterations or variants required by the client of activities which have already been approved or form a part of a stage that has already been approved;
- extra activities which in the course of the fulfilment of the commission prove to be necessary.

3

If the consultation referred to in clause 1 leads to an adjustment of the commission, then parties will act according to the provisions of Chapter 2 and the consultancy costs shall be adapted accordingly.

Article 10

Unforeseen circumstances

At the request of one of the parties, the consequences following from the commission can be altered or partially or completely dissolved on the basis of unforeseen circumstances of such a nature that the other party, with regard to standards of reasonableness and fairness, may not be expected to accept unaltered maintenance of the commission. The alteration or dissolution can come about with retroactive effect.

Article 11
General obligations of the consultant

1

The consultant:

1a

makes certain when accepting a commission that he disposes or can dispose of the necessary knowledge and capacity for the proper fulfilment of the commission;

1b

is bound to keep all data of a client as confidential, insofar as these data are known to him as confidential or insofar as the consultant can reasonably know or should know that these data are confidential.

2

The consultant should carry out the commission in a proper and careful manner; assist the client independently in a position of trust and conduct his services to the best of his knowledge and capacity. The consultant should avoid everything that can prejudice the independence of his advice.

3

The consultant concludes a professional indemnity insurance, which policy offers at least the same cover as the skeleton policy lastly and jointly decreed and published by the Royal Institute of Dutch Architects BNA and the Branch association of consultancy and management firms and firms of consulting engineers NIngenieurs. At the request of the client, the consultant shall hand over the documents showing that he has complied with this insurance obligation.

4

The consultant takes into consideration the public and private legislation which is relevant for the commission, the existence of which may be considered as common knowledge among consultants.

5

The consultant keeps the client informed about the execution of the commission. The consultant provides to the best of his capacity and in time, on request, all pieces of information, including information about the progress of the execution of the commission, alterations of legislation, or alterations with respect to the financial aspects of the commission, the financial consequences of alterations thereof whether necessary or not, as well as information about agreements which the consultant has concluded with third parties for the fulfilment of the commission.

6

The commission is carried out according to the agreed time schedule. Unless otherwise explicitly agreed between parties, the terms in the agreed time schedule are not fatal terms.

7

The consultant only starts with a next stage after the client has granted him permission to do so in writing. In this permission the approval of activities executed in the former stages is deemed to be included, except for parts of the activities for which the client has explicitly withheld his approval.

8

The consultant informs in writing the client about the natural person or persons who are authorized to represent the consultant, if necessary mentioning the limitations of his or their authority.

9

At the termination of the commission about the realization of an object, the consultant shall provide the client with the documents he has drawn up which are relevant for the management and use of that object.

Article 12
General obligations of
the client

10

The consultant has an obligation to warn the client if information and/or data provided by or on behalf of the client or decisions taken by or on behalf of the client manifestly contain such shortcomings or show such deficiencies that he would act in defiance of standards of reasonableness and fairness should he proceed thereupon with the fulfilment of the commission.

11

The consultant keeps the data concerning the commission and of which the interest, in view of the nature of the commission and other circumstances, obviously requires such keeping in a way to be decided by him for a period of five years from the day upon which the commission is terminated. The provisions of the clauses 5 up to and including 7 of article 16 (liability period) are of similar applicability.

12

If requested, the consultant shall provide the client, against reimbursement of the costs, with duplicates of the data kept by him with respect to the commission.

13

The consultant is discharged of the keeping duty mentioned in clause 11 if he offers the data kept by him to the client and hands these over to the client if so requested.

1

The client behaves towards the consultant as a good and careful client. The client is bound to keep all data of a consultant as confidential, insofar as these data are known to him as confidential or insofar as the client can reasonably know or should know that these data are confidential.

2

The client is responsible for the timely supply as well as the correctness of the information, data and decisions, necessary for the proper fulfilment of the commission, as delivered by him or on his behalf to the consultant. The client indemnifies the consultant against claims by third parties with respect to these pieces of information, data and decisions.

3

The client shall evaluate on time the documents which the consultant prepares in the course of fulfilling the commission, and if so requested authenticate them after approval.

4

The client has an obligation to warn the consultant in due time if he has actually noticed a shortcoming in the advices of the consultant or should have been aware of such a shortcoming.

5

The client informs in writing the consultant which natural person or persons is or are qualified to represent the client, if necessary with the mention of the limitations of his or their qualification.

6

In the case of secondment the client abstains from taking the seconded person in his service or engaging him in another way during the period of secondment and a same period directly after the termination of the secondment with a minimum of three months and a maximum of one year.

7

The client does not hand over his position as client, whether partially or completely, to someone else without permission of the consultant.

8

The client indemnifies the consultant against claims by third parties, which are related to the consultancy activities executed on account of the commission for the consultant. This leaves unaffected the liability of the consultant towards the client.

9

The client fulfils in time his payment obligations.

Article 13
**Liability of the consultant
 for culpable shortcomings**

1

The consultant is liable towards the client for his culpable fault. Insofar as compliance is not already permanently impossible, this clause is only applicable while taking into consideration the legal regulations with respect to neglect by the debtor.

2

If the consultant makes use of another person in the fulfilment of the commission, then the consultant is likewise liable as for his own shortcomings, taking into consideration the provisions of article 14 clause 5.

Article 14
Compensation

1

In the case of culpable fault, the consultant is only liable for compensation of the direct damages.

2

In no case will pertain to the direct damages: business damage, loss of production, loss of turnover and/or profit, depreciation of products nor the costs pertaining to the realization of the object should the commission have been rightly executed from the beginning.

3

The client is obliged, unless the circumstances are such that this could not be demanded from him, to give, in good consultation and within a reasonable delay and at his own expense, the consultant the opportunity to make good shortcomings for which he is liable or to limit or remove the damage caused by these shortcomings. This leaves unaffected the liability of the consultant for damages due to the shortcomings.

4

When settling a compensation as a result of an excess of competence, account shall be taken, next to the other relevant facts and circumstances, of the degree in which the client has profited from the consequences of this excess of competence,

5

If bringing in a certain person is prescribed by or on behalf of the client, then the consultant cannot be held towards the client, with regard to the work of that person, to do more than what he can hold that person to under the conditions agreed between him and the prescribed person and as they have been accepted or approved by the client. If the prescribed person fails in his duty and the consultant has taken the reasonably necessary measures to obtain fulfilment and/or compensation, then the client shall reimburse the consultant with the extra costs incurred by him, insofar as these have not been reimbursed by the prescribed person. On the other hand, the consultant shall, at first request by the client, cede to him his claim on the prescribed person up to the amount refunded to him by the client.

6

A compensation settled on the basis of the preceding rules is not applicable insofar as this compensation, in the given circumstances and according to norms of reasonability and fairness, is unacceptable.

7

Without prejudice to the provisions of the preceding clauses, in the case of commissions for the realization of an object, the consultant is only liable for damages which would not be covered by a customary CAR-insurance or a similar insurance.

Article 15
Extent of the compensation

1
The damage to be compensated by the consultant is, at the choice of the parties, limited per commission to a sum equal to the consultancy costs with a maximum of € 1,000,000 or limited to a sum equal to three times the consultancy costs with a maximum of € 2,500,000.

2
If the parties did not make a choice about the scope of the damages to be refunded by the consultant, then this shall be limited per commission to a sum equal to the consultancy costs with a maximum of € 1,000,000.

3
In addition to the preceding two clauses, if the client is a consumer the limitations mentioned in those two clauses shall not be lower than € 75,000.

Article 16
**Liability period and
expiration terms**

1
The liability of the consultant expires after five years from the day upon which the commission is terminated either by completion or cancellation.

2
The legal claim on account of a culpable shortcoming expires and is not admissible if the client has not with due diligence, after he has discovered the shortcoming or reasonably should have discovered it, protested in writing and with good reasons against the consultant about this shortcoming.

3
The legal claim on account of a culpable shortcoming expires and is not admissible after two years after the written and motivated protest. If the client has settled a period within which the consultant must remove the shortcoming, the expiration term begins to tick at the end of that period, or so much earlier as the consultant has indicated that the shortcoming will not be made good.

4
The legal claim on account of a culpable shortcoming expires anyway after five years from the day upon which the commission is terminated either by completion or cancellation. The legal claim which is established after that time is not admissible.

5
If the final bill is sent on an earlier day than the day on which the commission is terminated either by completion or cancellation, then the earlier day is regarded as the day on which the commission is terminated.

6
For the application of the provisions of the clauses 1 and 4 and in the case of a commission for an object, the day on which the object is completed or is deemed to be completed is regarded as the day on which the commission is terminated, provided that this completion takes place before the day mentioned in clause 5.

7
For the application of the provisions of the clauses 1 and 4 in the case that the commission is cancelled by a consumer, the day on which the cancellation took place is regarded as the day on which the commission is terminated.

8
Should the legal claim on account of the preceding provisions expire between the moment on which the consultant has informed the client that he will investigate or make good the shortcoming, and the moment on which the investigation or the attempts to make good are considered to be terminated, then the expiration term is prolonged to six months after the last mentioned moment.

Article 17
**Other provisions with
respect to compensation**

1
The right of the client to compensation does not diminish his obligations to pay according to the contract.

2
In the case that a person in the service of the consultant is seconded to the client, the consultant, in compliance with the other provisions in this chapter, is only responsible for the availability of this person with the agreed qualifications for the agreed period.

3
Except for the provision of the preceding clause, the consultant is not liable for the compensation of damage suffered by the client or third parties (also) caused by the seconded person or persons.

4
The client is liable for and indemnifies the consultant with respect to claims for compensation of damage to third parties caused by the person or persons seconded to the client.

5
For the compensation of other damages than mentioned in this chapter, the consultant is only liable if and insofar the shortcoming is due to evil intent or gross negligence.

Article 18
The client is a consumer

If the client is a consumer, the provisions of this chapter are similarly applicable, unless a provision can be deemed to be unreasonably onerous.

Article 19**Delay and interruption of the commission**

1

The consultant informs the client in writing and in due time after the setting in of a delay, while mentioning the cause of that delay, at which date the delay began.

2

The client may order the consultant to interrupt the commission. The client has an obligation to do so in writing and to mention the reasons.

Article 20**Consequences of the delay or interruption of the commission**

1

After the communication described in article 19 clauses 1 and 2, parties shall deliberate in consultation with each other and in due time with respect to the consequences of the delay or interruption, while paying attention to their mutual and justified interests.

2

If the fulfilment of the commission is delayed or interrupted and this is not to be ascribed to the consultant, then the client is bound to refund to the consultant, according to his bill, calculated according to the state of the activities at the time of the communication mentioned in article 19 clauses 1 and 2:

2a

the fee;

2b

the expenses;

2c

the supervision costs;

2d

all costs reasonably made and yet to make, following from obligations which the consultant has already taken upon him with a view to the further fulfilment of the commission.

3

The client has also an obligation to compensate the damage suffered by the consultant as a consequence of the delay and/or the interruption, leaving unaffected the obligation of the consultant to limit as much as possible this damage.

4

The provision of article 55 clause 3 is of similar applicability.

Article 21
Mode of cancellation

1
The commission is cancelled by means of a written communication addressed to the other party, in which at least are mentioned the reasons for the cancellation as well as the date upon which the cancellation takes effect.

2
If the communication does not mention any reason, then the commission is considered to be cancelled according to the provisions of article 24.

Article 22
**Limitative regulation of
the grounds for cancellation**

Dissolution of the commission concluded between the parties is impossible outside the reasons for cancellation as stipulated in these rules, unless the client is a consumer.

Article 23
**General obligations of
the parties after the cancellation
of the commission**

After the cancellation of the commission, each party has an obligation to do everything possible, or to abstain from any action or to tolerate actions, whatever may be demanded with a view to the reasonable interests of the other party.

Article 24
**Cancellation of the
 commission without reason**

Each party has the right to cancel the commission without reason.

Article 25
**Reasons for the cancellation
 of the commission**

Reasons for the cancellation of the commission are:

- delay and interruption;
- culpable shortcomings;
- force majeure;
- insolvency;
- modification of the legal form or the collaboration form;
- decease;
- incapacity for work of a particular person.

Article 26
Delay and interruption

If, with a view on all relevant circumstances, the delay or interruption of the fulfilment of the commission is of such a nature and/or duration that observance of the commission in unaltered form may not reasonably be demanded, then each of the parties has the right to cancel the commission on this ground.

Article 27
Culpable shortcomings

1
 If a culpable shortcoming comes up, then the opposing party to the party on whose side the culpable shortcoming occurs, is entitled to cancel the commission on this ground.

2

The same legal consequences follow from reprehensible action by a party as follow from a culpable shortcoming by this party.

3

The right of cancellation leaves unaffected the provisions of chapter 6.

Article 28
Force majeure

1
 By force majeure as meant in these rules is to be understood a shortcoming which cannot be ascribed to one of the parties. A shortcoming cannot be ascribed to a party if it cannot be attributed to its guilt, and also cannot be at its expense by virtue of law, legal action or generally accepted opinions.

2

By force majeure is also to be understood the situation in which, due to facts or circumstances which cannot be attributed to a party, continuation of the commission may not, in all reasonableness, be demanded from that party.

Article 29
Insolvency

If a party is in a state of financial insolvency, or other good grounds exist to expect that it will fail in the observance of its obligations, then the other party is entitled to summon in writing with a specification of the grounds this party, its receiver or trustee to declare within a reasonable term in writing whether it is in state and willing to proceed with the commission. The other party is entitled to demand sufficient security if the commission is to be continued. If the demanded declaration or the demanded security are not provided within the specified term, then the other party has the right to cancel the commission on this ground.

Article 30
**Modification of the legal form
or the collaboration form**

Under modification of the legal or collaboration form is to be understood: the decision to dissolve a legal person or the loss of legal personality, including legal merger and the decision to dissolve a commercial partnership, a limited partnership or a partnership.

2

If a circumstance as mentioned in clause 1 arises with regard to one of the parties, then the other party is entitled to cancel the commission on that ground if a reasonable interest can be derived from that circumstance for this other party.

Article 31
Decease

1

The commission does not end through the decease of one of the parties.

2

The heirs or assignees of the deceased assign at the request of the other party within a reasonable term one of them or a third party to represent them in all matters with respect to the commission.

3

The provision of article 29 clause 2 is of similar applicability.

4

The death of one of the parties gives the other party and the heirs or assignees of the deceased the right to cancel the commission.

Article 32
**Incapacity for work of
a particular person**

If the client has stipulated that the fulfilment of the commission should be entrusted to a particular person and the circumstance mentioned in article 31 arises with respect to that person or if this person becomes disabled, then the provisions of article 31 are of similar applicability.

Article 33

**Payment obligation after
the cancellation without
reason by the client**

1

If the client has cancelled the commission without reason, then the client is bound to refund to the consultant, according to his bill, calculated according to the state of the activities at the moment that cancellation under article 21 comes into effect:

1a

the fee;

1b

the expenses;

1c

the supervision costs;

1d

all costs reasonably made and yet to be made, following from obligations which the consultant has already taken upon him with a view to the further fulfilment of the commission.

2

The client is moreover bound, unless he is a consumer, to pay 10% of the remaining part of the consultancy costs, which the client would have been indebted should the commission have been completely fulfilled.

3

Should the provision in clause 2 lead to manifestly unacceptable consequences according to standards of reasonableness and fairness, then one may depart from this provision.

Article 34

**Rights on the advice after
the cancellation without
reason by the client**

1

If the client has cancelled the commission without reason, then the client is only entitled to use the advice of the consultant (or have it used) after previous permission in writing by the consultant.

2

The consultant may attach conditions to his permission, such as the payment of a financial compensation and the right to control whether the advice is used according to his intention.

3

The client has the right to use the advice (or have it used) without the permission of the consultant, if at the time of cancellation a start has been made with the execution of the object. The provision of clause 2 is of similar applicability.

4

Insofar as the provisions of this article do not infringe thereupon, the rights of the consultant on the advice remains otherwise unaffected.

Article 35

**Payment obligation after
the cancellation without
reason by the consultant**

1

If the consultant has cancelled the commission without reason, then the client is bound to refund to the consultant, according to his bill, calculated according to the state of the activities at the moment that cancellation under article 21 comes into effect:

1a

the fee;

1b

the expenses;

1c

the supervision costs;

Article 36
**Rights on the advice after
the cancellation without
reason by the consultant**

1 d
all costs reasonably made and yet to make, following from obligations which the consultant has already taken upon him with a view to the further fulfilment of the commission.

2

The payment obligation of the client according to clause 1 does not go farther than insofar as the activities are of avail to the client.

3

The client is entitled to deduct 10% from the sum that he has to pay to the consultant on the ground of the provision in clause 2.

4

Should the provision in clause 3 lead to manifestly unacceptable consequences according to standards of reasonableness and fairness, then one may depart from this provision.

Article 37
**Payment obligation after
cancellation by the client
on a ground accountable
to the consultant**

1

If the consultant has cancelled the commission without reason, then the client is entitled to use the advice of the consultant (or have it used) without intervention or permission of the consultant, unless reasonable interests of the consultant preclude such action.

2

The client is not indebted for any compensation for rights of the consultant on the advice with regard to that use.

3

Insofar as the provisions of this article do not infringe thereupon, the rights of the consultant on the advice remain otherwise unaffected.

1

If the client has cancelled the commission on a ground accountable to the consultant, then the client is bound to refund to the consultant, according to his bill, calculated according to the state of the activities at the moment that cancellation under article 21 comes into effect:

1 a

the fee;

1 b

the expenses;

1 c

the supervision costs;

1 d

all costs reasonably made and yet to be made, following from obligations which the consultant has already taken upon him with a view to the further fulfilment of the commission.

2

The payment obligation of the client according to clause 1 does not go farther than insofar as the activities are of avail to the client.

3

The client is entitled to deduct 10% from the sum that he has to pay to the consultant on the ground of the provision in clause 2.

4

The provision of clause 3 is not applicable if the cancellation takes place on the ground of article 30 or 31.

5

Should the provision in clause 3 lead to unacceptable consequences according to standards of reasonableness and fairness, then one may depart from this provision.

Article 38
**Rights on the advice after
cancellation by the client
on a ground accountable
to the consultant**

1
If the client has cancelled the commission on a ground accountable to the consultant, then the client is entitled to use the advice of the consultant (or have it used) without intervention or permission of the consultant, unless reasonable interests of the consultant preclude such action.

2
With respect to that use, the client is not indebted for any compensation for the rights of the consultant on the advice.

3
Insofar as the provisions of this article do not infringe thereupon, the rights of the consultant on the advice remain otherwise unaffected.

Article 39
**Payment obligation after
cancellation by the client
on a ground accountable
to the client**

1
If the client has cancelled the commission on a ground accountable to himself, then the client is bound to refund to the consultant, according to his bill, calculated according to the state of the activities at the moment that cancellation under article 21 comes into effect:

1a
the fee;

1b
the expenses;

1c
the supervision costs;

1d
all costs reasonably made and yet to be made, following from obligations which the consultant has already taken upon him with a view to the further fulfilment of the commission.

2
The client is moreover bound, unless he is a consumer, to pay 10% of the remaining part of the consultancy costs, which the client would have been indebted should the commission have been completely fulfilled.

3
The provision of clause 2 is not applicable if the cancellation takes place on the ground of article 28 or 31.

4
Should the provision in clause 2 lead to unacceptable consequences according to standards of reasonableness and fairness, then one may depart from this provision.

Article 40
**Rights on the advice after
cancellation by the client on a
ground accountable to the client**

1
If the client has cancelled the commission on a ground accountable to himself, then the client is only entitled to use the advice of the consultant (or have it used) after previous permission in writing by the consultant.

2
The consultant may attach conditions to his permission, such as the payment of a financial compensation and the right to control whether the advice is used according to his intention.

3
The client has the right to use the advice (or have it used) without permission of the consultant if at the time of cancellation a start has been made with the execution of the object. The provision of clause 2 is of similar applicability.

4
Insofar as the provisions of this article do not infringe thereupon, the rights of the consultant on the advice remain otherwise unaffected.

Article 41
**Payment obligation after
cancellation by the consultant
on a ground accountable
to the client**

1
If the consultant has cancelled the commission on a ground accountable to the client, then the client is bound to refund to the consultant, according to his bill, calculated according to the state of the activities at the moment that cancellation under article 21 comes into effect:

1a
the fee;

1b
the expenses;

1c
the supervision costs;

1d
all costs reasonably made and yet to be made, following from obligations which the consultant has already taken upon him with a view to the further fulfilment of the commission.

2
The client is moreover bound, unless he is a consumer, to pay 10% of the remaining part of the consultancy costs, which the client would have been indebted should the commission have been completely fulfilled.

3
The provision of clause 2 is not applicable if the cancellation takes place on the ground of article 30 or 31.

4
Should the provision in clause 2 lead to unacceptable consequences according to standards of reasonableness and fairness, then one may depart from this provision.

Article 42
**Rights on the advice after
cancellation by the consultant
on a ground accountable
to the client**

1
If the consultant has cancelled the commission on a ground accountable to the client, then the client is only entitled to use the advice of the consultant (or have it used) after previous permission in writing by the consultant.

2
The consultant may attach conditions to his permission, such as the payment of a financial compensation and the right to control whether the advice is used according to his intention.

3
The client has the right to use the advice (or have it used) without permission of the consultant if at the time of cancellation a start has been made with the execution of the object. The provision of clause 2 is of similar applicability.

4
Insofar as the provisions of this article do not infringe thereupon, the rights of the consultant on the advice remain otherwise unaffected.

Article 43
**Payment obligation after
cancellation by the consultant
on a ground accountable
to the consultant**

1
If the consultant has cancelled the commission on a ground accountable to himself, then the client is bound to refund to the consultant, according to his bill, calculated according to the state of the activities at the moment that cancellation under article 21 comes into effect:

1a
the fee;

1b
the expenses;

l c
the supervision costs;

l d
all costs reasonably made and yet to be made, following from obligations which the consultant has already taken upon him with a view to the further fulfilment of the commission.

2
The payment obligation of the client according to clause 1 does not go farther than insofar as the activities are of avail to the client.

3
The client is entitled to deduct 10% from the sum that he has to pay to the consultant on the ground of the provision in clause 2.

4
The provisions of clauses 2 and 3 are not applicable if the cancellation takes place on the ground of article 28 or 31.

5
Should the provision in clause 3 lead to unacceptable consequences according to standards of reasonableness and fairness, then one may depart from this provision.

Article 44
**Rights on the advice after
cancellation by the consultant
on ground accountable
to the consultant**

1
If the client has cancelled the commission on a ground accountable to himself, then the client is entitled to use the advice of the consultant (or have it used) without intervention or permission of the consultant, unless reasonable interests of the consultant preclude such action.

2
With respect to that use, the client is not indebted for any compensation for the rights of the consultant on the advice.

3
Insofar as the provisions of this article do not infringe thereupon, the rights of the consultant on the advice remain otherwise unaffected.

Article 45
Ownership of documents

The documents delivered by the consultant to the client become the property of the client and may be used by him for this project with due regard for the rights which follow from the legislation in the field of intellectual property, after the client has fulfilled his financial duties towards the consultant.

Article 46
Rights of the consultant on the advice

1
 The consultant, or his assignee(s), has the exclusive right of publication, realization and multiplication of his designs, drawings, sketches, photographs and all other representations of his design, of his models as well as all other objects or information carriers, which give a picture or representation of his design, or which are referred to in the Copyright Act 1912 or in the Benelux Convention with respect to the intellectual property of trademarks, drawings and models.

2
 The consultant retains, also after he has given permission for realization, publication or multiplication of his work, the following rights:

2a
 the right to oppose publication of the work without mention of his name or other indication as maker, unless the opposition would be in defiance of reasonableness;

2b
 the right to oppose publication of the work under another name than his own, as well as against bringing about any alteration in the name of the work or in the indication of the maker, insofar as these appear on or in the work, or are made public in relation therewith;

2c
 the right to oppose any other alteration in the work, unless this alteration is of such a nature that the opposition would be in defiance of reasonableness;

2d
 the right to oppose every deformation, mutilation or other encroachment of the work, which could harm the honour or the good name of the maker or his value in this quality.

3
 Without prejudice to the relevant provisions of the Copyright Act 1912, the consultant is the only one who has the right to make photographs or other representations of the interior and the exterior of an object realized according to his design and to reproduce and disclose them, but he needs the permission of the client for publishing photographs or other illustrations which show the interior of the object after its occupation. The client can attach conditions to his permission.

4
 Within the meaning of the Benelux Convention with respect to the intellectual property of trademarks, drawings and models, the consultant is regarded as the designer of the drawings and models which he has made as part of the commission. The consultant has the exclusive right to deposit these drawings and models at the Office mentioned in this law. The provisions with respect to the rights of the consultant on the advice are as much as possible of similar applicability on the rights to be derived from this deposit.

4a
 The consultant has an obligation to bring immediately under the attention of the client inventions which came into being during and through the carrying out of the commission and which in his opinion are liable for the granting of patents.

4b

If such an invention comes about through exchange of knowledge between the client and the consultant, the client has the right to apply for a patent for this invention under his name and at his expense. The client informs without delay the consultant about his decision on this matter. If required, the consultant has an obligation to assist the client in the handling of the application. The activities of the consultant following from this assistance will be remunerated by mutual agreement.

4c

If the client obtains a patent as mentioned in this clause, he grants the consultant for nothing a licence on this invention. In principle, this licence is not transferable. For the concrete application of the licence the consultant shall ask permission from the client, which can only be refused if the client can show conflicting interests with his firm.

4d

If the client makes no use of his right as mentioned under b in this clause, then the consultant has the right to apply for a patent on this invention under his name and at his expense. The consultant informs without delay the client about his decision on this matter.

4e

If the consultant obtains a patent as mentioned in the provision sub d, he grants the client for nothing a licence to apply this invention in the present business of the client. In principle, this licence is not transferable.

Article 47

The execution of the object

1

The client has an obligation to execute the object, or have it executed, according to the advice and the intention of the consultant. The client gives the consultant the opportunity to ascertain himself that the execution of the object is carried out in accordance with his advice and intention. The client does not deviate from the advice without consultation with the consultant.

2

If the parties have not agreed anything with respect to the activities of the consultant with regard to the consultation mentioned in clause 1, then the client is indebted, should the occasion arise, to the consultant for separate consultancy costs, to be settled in mutual agreement.

Article 48

Right of repetition of the advice

1

The consultant has the right to repeat his advice, insofar as this does not conflict with reasonable interests of a former client and only after the consultant has consulted with the former client.

2

The client is not allowed to use the advice, whether completely or partially, once again without the explicit written permission of the consultant.

3

In the case of a complete or partial reuse of the advice by the client, the parties shall agree on the remuneration in mutual consultation, taking into account the compensation for the rights on the advice to which the consultant is entitled.

Article 49

General provisions

1

The accounting of the commission by the consultant is set up in such a way that the consultancy costs to be declared can be determined on the basis of the data derived from this accounting.

2

The client is authorized to subject, at his own expense, the accounting of the commission by the consultant to an investigation by an external auditor, and such solely insofar as this investigation is intended to establish the correctness of the consultancy costs. The costs of this investigation shall be borne by the party which is proven to be wrong as a result of this investigation.

3

The turnover tax is not included in the sums as agreed by the parties nor in the sums mentioned in these rules. The client reimburses the consultant for the turnover tax due by the consultant with respect to the commission.

Article 50

Consultancy costs

1

The consultancy costs include the fee, the supervision costs and the expenses.

2

The fee is the remuneration which the consultant is entitled to for his activities.

3

Supervision costs are the costs which the consultant makes for supervising the execution of the object.

4

The expenses include among other things:

4a

the travel and accommodation expenses incurred for the benefit of the commission;

4b

the expenses connected with the testing of materials, constructions and installations, as well as the expenses connected with other simple tests and analyses;

4c

the expenses for the use of instruments provided by the consultant for measurements and tests;

4d

the costs of multiplication of contracts, specifications, drawings, calculations, reports and the like by means of collotyping, photocopying, plotting, printing or otherwise;

4e

the costs related to the making of photographs, scale-models, perspectives and other presentations, if required by the client or a public body;

4f

the costs of telecommunication, postal traffic and announcements by advertisement;

4g

registration and cadastral costs and other out-of-pocket expenses;

4h

costs incurred with tendering or a pre-tender meeting;

4i

costs incurred with the conclusion of contracts and the serving of writs, costs of dues, translation costs and the like.

Article 51
**Determination of
the consultancy costs**

1
The fee as desired by the parties is determined in writing prior to the coming about of the commission in one of the following ways or a combination thereof:

1a
as a percentage of the execution costs;

1b
on the basis of the time spent on the fulfilment of the commission;

1c
as a fixed sum agreed upon between the parties;

1d
according to any other criterion agreed upon between the parties.

2
The supervision costs as desired by the parties are determined in writing prior to the coming about of the commission in one of the following ways or a combination thereof:

2a
as a percentage of the execution costs;

2b
on the basis of the time spent on supervision;

2c
as a fixed sum agreed upon between the parties;

2d
according to any other criterion agreed upon between the parties.

3
The expenses are determined in writing as desired by the parties prior to the coming about of the commission in one of the following ways or a combination thereof:

3a
as a percentage of the execution costs;

3b
according to the actual costs;

3c
as a fixed sum agreed upon between the parties;

3d
as a percentage of the fee;

3e
according to any other criterion agreed upon between the parties.

Article 52
**Calculation as a percentage
of the execution costs**

1
The percentage of the execution costs from which the consultancy costs are to be deducted must be agreed upon prior to the coming about of the commission.

2
In the stages prior to the stage of price-making and contracting, use is made for the calculation of the consultancy costs of the estimate of the execution costs belonging to these stages as drawn up by the consultant, or – if the estimate is drawn up by another party – of that estimate, on the condition that that estimate has been accepted, after checking, by the consultant. The definitive consultancy costs are determined as soon as the budget belonging to the stage of technical design has been drawn up and has been approved by the client.

3

When the object is executed and from the stage of price-making and contracting on, use is made for the calculation of the consultancy costs of the definitive execution costs, drawn up on the basis of the costs of the execution activities commissioned to the executing parties and augmented with the balance of variations.

4

With a view to the correct calculation of the consultancy costs, the client provides the consultant with the necessary data with respect to the execution costs.

5

Also included in the execution costs are the value of the materials and parts of the works to be supplied or made available by or on behalf of the client, as well as the other costs incurred with the supplying or making available thereof.

6

Also included in the execution costs as a basis for the consultancy costs are the balance of the settlement of fluctuations in wages and national insurance contributions and of fluctuations of prices, rents and freight rates, or, if this settlement has been precluded by the payment of a compensation, this compensation.

7

If the object is not executed, or if the commission has been terminated previously by cancellation, then, with regard to the provision of clause 1, the execution costs as a basis for the consultancy costs are settled definitively on the basis of the execution costs as agreed upon by the parties at the conclusion of the commission, or, in the absence thereof, on the basis of the last estimate or budget drawn up by the consultant, or – if the estimate or budget is drawn up by another party – of that estimate or budget, on the condition that that estimate or budget has been accepted after checking by the consultant.

Article 53
**Calculation on the basis
of spent time**

1

Prior to the coming about of the commission, the parties agree in writing about the rate per time unit to be charged for the functional groups or collaborators involved in the project. If it is determined that the rate will apply for a particular period, then the consultant will consult with the client in time about a change of the rate after this period.

2

Under spent time is to be understood the total of all hours spent on the fulfilment of the commission and the travelling hours which are necessary for the fulfilment of the commission.

Article 54
Determination of a fixed sum

1

Consultancy costs as a fixed sum are agreed upon in writing at the coming about of the commission.

2

The fixed sum for consultancy costs is regarded as serving exclusively for the remuneration of activities of which the scope and duration are accurately mentioned in the commission.

Article 55
**Consultancy costs in the case
of adjustments and alterations**

1

The client is indebted separate consultancy costs for alterations which the consultant has to carry out, insofar as these are not the consequence of a culpable shortcoming by the consultant.

Article 56
Payment of consultancy costs

2

If the alterations are the consequence of a culpable shortcoming by the consultant, the client is still indebted for consultancy costs, insofar as activities lying at the basis of these consultancy costs would also have been necessary for the correct fulfilment of the commission.

3

If alterations occur in relation to the coming about of the commission as mentioned in article 9 and article 20, leading to a change in the activities of the consultant, then the consultancy costs will be revised in mutual consultation.

1

The client pays the consultancy costs upon receipt of the bill of the consultant. The client and the consultant agree upon a payment schedule in instalments at the coming about of the commission. The consultant declares the consultancy costs according to the agreed payment schedule, or in the absence thereof, in monthly instalments in proportion with the progress of the activities.

2

The consultant is entitled to send his final bill as soon as he has completed his activities, or on the day on which the commission has been cancelled in accordance with the provisions of article 21.

3

The bill of the consultant is specified and at the request of the client accompanied by the necessary pieces of evidence.

4

The client pays the declared sum, insofar as not otherwise agreed upon, within 30 days of the date of the corresponding bill.

5

If the client challenges the correctness of a bill – or a part thereof – he is nonetheless bound to pay on time the unchallenged part. The challenging of a bill has to be done in writing and within the payment term. If it turns out that the client has yet to pay the challenged bill – or the challenged part – then the legal interest indebted by the client is calculated as from the day on which the payment should have been settled at the very latest.

6

If the client does not settle on time the payment due by virtue of the commission and the delay is not the result of a circumstance accountable to the consultant, then the client is in default without further proof and the consultant is entitled to claim compensation of interest on the basis of the legal percentage as from the day following the day which has been agreed upon as the ultimate settling day up to and including the day on which the client has settled the bill.

7

If the payment is not settled within one month after the day on which the payment should have been settled at the very latest, then the consultant is entitled to claim compensation of interest on the basis of the legal percentage increased with three percent as from the day on which this month has expired, without reminder or summons by the consultant.

8

No interest shall be calculated on the interest due to the consultant.

9

All actual costs incurred by the consultant to obtain the settlement of the bill, both the judicial and the extrajudicial costs, are at the expense of the client.

10

Contrary to the provision of clause 9, with regard to commissions where the client is a consumer, the legal rules for collection charges are to be applied.

Article 57
Applicable law

The Dutch Law applies to the commission.

Article 58
Disputes

1

Differences of opinion between client and consultant are to be settled as much as possible amicably, under which is also to be understood mediation.

2

If the parties have agreed in the commission that the settlement of disputes will take place by means of arbitration, then all disputes – including those regarded as such by only one of the parties – which arise between the client and the consultant or their legal successors or assignees as a result of the commission, shall be settled by arbitration, according to the regulations of the Court of Arbitration for the Building Industry, such as these are in force on the day on which the dispute has been brought up, and such with the exclusion of the civil court.

3

If due to a final judicial judgement a verdict by the arbitration board is declared null and void entirely or partially, each of the parties is entitled, insofar as the dispute has therefore remained unsettled, to have the dispute settled again in accordance with this article. The claim expires if it is brought up later than three months after the final judicial judgement has been pronounced. The person who has contributed to the nullified settlement as an arbiter or as secretary, may not contribute to the new handling of the dispute.

4

Contrary to the provision of clause 2 the claimant is free to bring up a dispute which falls within the competence of a court of justice, section cantonal court, before this court.

Article 59
Enactment and deposit

This first revision of the Legal relationship client–architect, engineer and consultant DNR 2011, which is quoted in short as 'DNR 2011', has been filed at the registry of the Court of Justice in Amsterdam on 3 July 2013 under number 56/2013.

Edition

BNA
Royal Institute of Dutch Architects
Jollemanhof 14
P.O.box 19606,
1000 GP Amsterdam
T +31 20 555 36 66
bna@bna.nl
www.bna.nl

NLingenieurs

Branch association of consultancy and management firms and firms
of consulting engineers
Jollemanhof 14
P.O.box 63
1000 AB Amsterdam
T +31 70 314 1868
info@NLingenieurs.nl
www.NLingenieurs.nl

Authors

Prof. mr. dr. M.A.B. Chao-Duivis, professor Building Law and director
of the Instituut voor Bouwrecht, Den Haag
Representatives of BNA and NLingenieurs

Editors

BNA, Amsterdam
NLingenieurs, Den Haag
Marc Mijer, Ouderkerk aan de Amstel

Translation

Otto Sluizer, Amsterdam

Design

Reynoud Homan, Muiderberg
Krista Kolkman, Duiven

Layout and printing

Drukkerij Zeeland, Zeeland

© BNA and NLingenieurs

The users of the DNR 2011 are free to use these DNR when
entering into contracts.

Revised edition July 2013

ISBN: 978-94-6228-191-2

