

Pohla & Hallmägi

25 YEARS OF PROFESSIONAL LEGAL SERVICES

Actor No 1:

Raduga Shipping Limited:



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**AUTHENTIC, FIERCE,
AND STRONG**

Raduga Shipping is a family business planted on maritime traditions with an ambition to grow and develop.



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Actor No 2:

Netaman Repair Group OÜ:



ABOUT US

MAP

DOCKS

SHIP REPAIR

STEEL CONSTRUCTIONS

EQUIPMENT

GALLERY

CONTACTS

WEATHER

ABOUT US

In the world of today, time is the most precious resource. Our mission is to provide high-quality ship repair services in an effective and timely manner. Everything we do is based on our core values – honesty, quality, and safety. Netaman Repair Group has been in business since 2004, and we have proven ourselves to be a reliable partner. We do not shy away from challenges and our main goal – to make the process of ship repair easier and more transparent for the ship owners.

You can trust us to handle the ship repairs while you spend your time doing what is really important to you.

OUR HISTORY



2006 - Dock Karel

2006 11 17

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Cooperation:

| Netaman Repair Group OU | | | | Raduga Shipping Ltd | | | |
|--|--------------------------|------------------|---------------|---------------------------------------|-----------------|----------|--|
| reg no. - 11767242 | | | | reg no. - 362954 | | | |
| ph. | | | | Karaiskaki 13, Limassol, 3032, Cyprus | | | |
| E-Mail: | | | | ph. 35799205040 | | | |
| | | | | E-Mail: accounting@radugashipping.com | | | |
| Invoice no. | Balance at 01.01.2023 | Acquisitions | Payments date | Payments Sum EUR | Debt | | |
| 014NRG 31.01.24 | 0.00 EUR | 25 530.90 EUR | 04.04.2024 | 25 530.90 EUR | | Silur | |
| 034NRG 06.02.24 | 0.00 EUR | 79 961.90 EUR | | | | Silur | |
| 034NRG 06.02.24 | | | 14.02.2024 | 55 973.37 | | Silur | |
| 034NRG 06.02.24 | | | 04.04.2024 | 11 994.29 | | Silur | |
| 034NRG 06.02.24 | | | 12.04.2024 | 11 994.29 | | Silur | |
| 035NRG 09.02.2024 | 0.00 EUR | 53 886.50 EUR | 27.03.2024 | 53 886.50 EUR | | Jura | |
| 037NRG 16.02.2024 | 0.00 EUR | 2 250.00 EUR | 16.02.2024 | 2 250.00 EUR | | Electron | |
| 038NRG 16.02.2024 | 0.00 EUR | 339 992.25 EUR | | 0.00 EUR | | Electron | |
| 038NRG 16.02.2024 | | | 16.02.2024 | 199 000.00 | | Electron | |
| 038NRG 16.02.2024 | | | 03.04.2024 | 70 496.13 | | Electron | |
| 038NRG 16.02.2024 | | | 18.06.2024 | 70 496.12 | | Electron | |
| 066NRG 12.03.2024 | 0.00 EUR | 242 397.30 EUR | 0.00 EUR | 0.00 EUR | | Silur | |
| 066NRG 12.03.2024 | | | 12.03.2024 | 100 000.00 | | Silur | |
| 066NRG 12.03.2024 | | | 04.04.2024 | 67 974.45 | | Silur | |
| 066NRG 12.03.2024 | | | 12.04.2024 | 74 422.85 | | Silur | |
| 066NRG 12.03.2024 | | | | | | Silur | |
| 064NRG 03.04.2024 | 0.00 EUR | 2 400.00 EUR | 04.04.2024 | 2 400.00 EUR | | Silur | |
| 126NRG 17.05.2024 | 0.00 EUR | 144 334.30 EUR | | 0.00 EUR | | Delta I | |
| 126NRG 17.05.2024 | | | 17.05.2024 | 2 869.00 | | Delta I | |
| 126NRG 17.05.2024 | | | 21.05.2024 | 99 025.70 | | Delta I | |
| 126NRG 17.05.2024 | | | 23.07.2024 | 42 439.60 | | Delta I | |
| 129NRG 17.05.2024 | 0.00 EUR | 2 635.00 EUR | 21.05.2024 | 2 635.00 EUR | | Delta I | |
| 150NRG 05.06.2024 | 0.00 EUR | 1 162 685.71 EUR | 0.00 EUR | | 116 268.57 EUR | Altair | |
| 150NRG 05.06.2024 | | | 05.06.2024 | 690 000.00 | | Altair | |
| 150NRG 05.06.2024 | | | 05.06.2024 | 7 611.43 | | Altair | |
| 150NRG 05.06.2024 | | | 30.06.2024 | 116 268.57 | | Altair | |
| 150NRG 05.06.2024 | | | 11.09.2024 | 116 268.57 | | Altair | |
| 150NRG 05.06.2024 | | | 12.09.2024 | 116 268.57 | | Altair | |
| 153NRG 11.06.2024 | 0.00 EUR | 25 848.70 EUR | 14.06.2024 | 25 848.70 EUR | 0.00 EUR | Jura | |
| 170NRG 07.07.20 | 1 880.00 EUR | 0.00 EUR | 0.00 EUR | 1 880.00 EUR | 0.00 EUR | Karbon | |
| 182NRG 10.07.2024 | 0.00 EUR | 187 877.00 EUR | 0.00 EUR | 0.00 EUR | | Jura | |
| 182NRG 10.07.2024 | | | 10.07.2024 | 46 113.50 | | Jura | |
| 182NRG 10.07.2024 | | | 10.07.2024 | 50 000.00 | | Jura | |
| 182NRG 10.07.2024 | | | 19.07.2024 | 91 763.50 | | Jura | |
| 234NRG 06.09.2024 | 0.00 EUR | 237 299.97 EUR | 10.09.2024 | 237 299.97 EUR | | Orion | |
| 251NRG 13.09.2023 | 0.00 EUR | 44 199.56 EUR | 15.09.2023 | 44 199.56 EUR | | Sinus | |
| 252NRG 13.09.2023 | 0.00 EUR | 22 000.00 EUR | 15.09.2023 | 22 000.00 EUR | | Vista | |
| 322NRG 28.11.2023 | 0.00 EUR | 77 819.02 EUR | 28.11.2023 | 77 819.02 EUR | | Proton | |
| 322NRG-1 28.11.2023 | 0.00 EUR | 25 939.67 EUR | 14.02.2024 | 25 939.67 EUR | | Proton | |
| 322NRG-2 28.11.2023 | 0.00 EUR | 25 939.67 EUR | 23.02.2024 | 25 939.67 EUR | | Proton | |
| nõudeavaldus ja tasakaarvestusavaldus sent in 09.10.2024 | 0.00 EUR | -477 643.69 EUR | | -477 643.69 EUR | -477 643.69 EUR | Jura | |
| Total: | 1 880.00 EUR | 2 703 000.88 EUR | 0.00 EUR | | -561 376.12 EUR | | |

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Altair claim:

The Addendum № 8 to the Contract NRG-2023-055
Dated 27.12.2023

06.06.2024

Payment Guarantee

of the Customer, RADUGA SHIPPING LTD, VAT: 3032, Oleg Sakov, on the one side, and authorized **AMAN REPAIR GROUP OÜ**, registration code: 150123456, Estonia, Oleg Diukhov, on the other side, have entered into the Contract NRG-2023-055 dated 27.12.2023 as follows:

One Hundred Sixteen Thousand Two Hundred and Fifty Euros (€16,250) according to the Invoice nr. 150/NRG dated 03.10.2024.

On the agreed due date, the Customer has not paid the amount of the Invoice for the period of 30 days after the due date. The Contractor (flag of the ship: Cyprus; port of origin: Estonia) has not been made in accordance with the terms of the Contract in this case to be paid by the Customer.

AMAN REPAIR GROUP OÜ will be considered as the authorized party according to the present Addendum.

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Problem: Barge „Jura“:

On 26 July 2024, the Parties signed the handover-acceptance act, by which Raduga confirmed that it had accepted and approved the works performed by Netaman under the Contract, and that it had no claims regarding the timing or quality of the completed works.

The Parties do not dispute that after the handover of the work performed under the Contract, it was discovered on 30 July 2024 that the dimensions of the completed work were inconsistent with the drawings submitted together with Raduga's order, and Netaman proposed to Raduga, pursuant to § 646(1) of the Estonian Law of Obligations Act, to rectify the completed work. Likewise, there is no dispute that Raduga offered Netaman two options for rectifying the works, and on 2 August 2024, Netaman agreed with option 1 proposed by Raduga and immediately commenced rectification of the work performed under the Contract.

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The ORION „arrest“:

Therefore, pursuant to clause 2.4.4. of the ORION Contract and Article 110 (1) of the Estonian Law of Obligations Act, Netaman has the right to [REDACTED] [REDACTED] all of its obligations arising from the ORION Contract.

[REDACTED] Due to the fact that Raduga has violated the terms of Addendum No 8 to the ALTAIR Contract, then pursuant to Article 111 (1) and Article 111 (4) of the Law of Obligations Act Netaman may detain the Vessel also for the payments the due date of which have not arrived pursuant Addendum No 8 to the ALTAIR Contract, because otherwise these obligations would remain unsecured.

Netaman explains for the avoidance of doubt, that exercising its rights arising from the ORION Contract and Estonian Law of Obligations Act does not constitute arrest of the Vessel and it is irrelevant if Netaman can arrest the Vessel pursuant to international conventions. Pursuant to Article 8 (3) of the International Convention on the Arrest of Ships “This Convention does not affect any rights or powers vested in any Government or its departments, or in any public authority, or in any dock or harbour authority, under any international convention or under any domestic law or regulation, to detain or otherwise prevent from sailing any ship within their jurisdiction.”

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The ORION „arrest“:

Under cover of the night, the vessel leaves the port, without performing sea trials and without signing any documents about repairs, which void the warranty of the works.

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The claim of Raduga Shipping Limited:

A repeated contract for work was concluded between the Client and the Contractor for the construction of the Platform. The Contractor materially breached obligations arising from the Work Contract, including the fact that the subject of the contract did not comply with the agreed contractual terms and conditions. Furthermore, the Contractor was delayed in delivering the Platform during the period from 02.07.2024 to 21.08.2024, resulting in substantial financial losses for the Client, including **lost profits, totaling EUR 477,643.69**. Additionally, the Client demands the payment of a contractual penalty from the Contractor in the amount of EUR 16,780.

The Client hereby submits an offsetting statement to the Contractor, as a result of which mutual claims of the parties have been offset in the overlapping amount of EUR 116,268.57. Following the offset, the Contractor no longer holds any monetary claims against the Client.

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Arrest of RADUGA ALTAIR:

As a total surprise to Netaman Reapair Group OÜ, RADUGA ALTAIR arrives in the Port of Paldiski and at the request of Netaman Reapair Group OÜ the vessel is arrested for the unpaid 116 268,57 EUR, the deposit to release the arrest is set at 160 000 EUR. The deposit is paid, the vessel leaves the port.

Raduga Shipping Limited challenges the arrest, basing it on their counter-claim and that there is no claim. Nothing about ownership of the vessel is mentioned.

Netaman object the appeal and Tallinn Circuit Court (second instance court) upholds the arrest.

Raduga Shipping Limited challenges the arrest at the National Court (highest court) claiming that the owner of the vessel is Raduga Shipping & Barges Limited and the vessel could therefore not be arrested. National Court accepts the case for processing and asks for observations of Nataman Repair Group OÜ.

Netaman repairs that they have been misled:

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The confirmation:

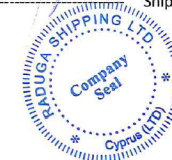
Power of Attorney

We, **Raduga Shipping Ltd.**, reg. nr. HE362954, Limassol, Cyprus as Owners of m/v **Raduga Altair** /IMO 9338773./ hereby confirm that **Mr. Oleg Sakov**, Passport nr. VD00053303, superintendent of the m/v **Raduga Altair** is authorized to settle all technical and commercial matters in course of the repair of m/v **Raduga Altair** at Netaman Repair Group OU shipyard, Tallinn as follows: to sign contract, delivery and redelivery acts, final repair specification and all the annexes that constitute an integral part of the contract. Order additional works and accept prices for them, to discuss and sign the final Invoice on behalf of the Owners, **Raduga Shipping Ltd.**

In witness there of the present Authorization letter is signed by Ship owner or duly authorized Representative of the Ship owner:

Signature **Mr. Deniss Turyin**

Ship owner's Company stamp:



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The decision about legality of the arrest by the National Court:

Decision still pending...