

HAKADESCH d.o.o. u stečaju, Novska, Kolodvorska 41, OIB: 17101881288 zastupan po stečajnoj upraviteljici Miri Pavić Peteh s jedne strane kao zakupodavac

i

DOCTOR BARK GmbH, Leutstettener-Str. 28, 82319 Starnberg USST-ID-Nr.: DE271939045, zastupan po direktoru Dr. Andreas Schüll, s druge strane kao zakupnik

(u daljnjem tekstu zajedno: **Ugovorne strane**)

sklapaju u Novskoj dana 24. 11. 2025 sljedeći

UGOVOR O ZAKUPU POSLOVNOG PROSTORA

Članak 1.

Ugovorne strane suglasno utvrđuju da je nad zakupodavcem otvoren stečajni postupak koji se vodi pred Trgovačkim sudom u Zagrebu, posl. broj: St-3189/2024.

Zakupodavac daje a zakupnik prima u zakup, radi obavljanja svoje djelatnosti, prostor smješten u prizemlju i 1. katu, u 1 i 2. sektoru, netto površine od 1650 m², namijenjen za korištenje kao skladište i proizvodni pogon, a nekretnina se nalazi na adresi Novska, Obrtnička 31.

Stranke su suglasne da ovaj Ugovor proizvodi pravne učinke od 01.12.2025.god. te se svi prethodno zaključeni ugovori imaju smatrati

HAKADESCH d.o.o. in bankruptcy, Novska, Kolodvorska 41, OIB: 17101881288, represented by the bankruptcy trustee Mira Pavić Peteh, on the one part as a Lessor

and

DOCTOR BARK GmbH, Leutstettener-Str. 28, 82319 Starnberg USST-ID-Nr.: DE271939045, represented by director Dr. Andreas Schüll, on the other part as a Lessee

(jointly hereinafter: the "**Contracting Parties**")

conclude in Novska on 24. 11. 2025 the following

LEASE AGREEMENT FOR BUSINESS PREMISES

Article 1.

The contracting parties hereby acknowledge that bankruptcy proceedings have been opened against the Lessor at the Commercial Court in Zagreb, under case number St-3189/2024.

The Lessor leases and the Lessee takes into lease, for the purpose of carrying out its business activities, the premises located on the ground floor and first floor, in Sectors 1 and 2, with a net floor area of 1,650 m², for the purpose of running a warehouse and production facility, located at Novska, Obrtnička 31.

The parties agree that this Agreement shall take legal effect as of 1 December 2025, and

raskinutim.

Članak 2.

Zakupodavac jamči da je poslovni prostor koji je predmet ovog ugovora njegovo vlasništvo.

Za vrijeme trajanja zakupa, Zakupodavac može poslovni prostor pokazivati svim zainteresiranim subjektima za kupnju u stečajnom postupku, uz prethodnu najavu Zakupniku.

Članak 3.

Ugovorne strane ugovor o zakupu zaključuju na određeno vrijeme, počevši od 01.12.2025 god do pravomoćnosti rješenja o dosudi nekretnine u stečajnom postupku.

Zakupodavac ima pravo na otkaz ovog Ugovora i prije njegovog isteka ako Zakupnik poslovni prostor koristi suprotno njegovim odredbama uz otkazni rok od 60 dana od dana primitka otkaza, za koje vrijeme Zakupnik mora iseliti iz poslovnog prostora i predati ga Zakupodavcu u stanju u kojem ga je preuzeo. Jednako trajanje i uvjeti otkaznog roka vrijede i za otkaz od strane zakupnika.

Otkaz se može dati u svako vrijeme, bez primjene ograničenja da se otkaz daje 1. ili 15. u mjesecu.

Otkaz se uručuje drugoj strani u pisanom obliku, preporučenom pošiljkom s povratnicom, na adresu registriranog sjedišta stranke, s time da se dan dostave pošiljke, smatra danom uručenja drugoj strani.

Članak 4.

Ugovorne strane suglasno ugovaraju mjesečnu zakupninu u iznosu od 4.950,00 EUR uvećano za PDV, ukupno 6.187,50 EUR. Zakupninu će Zakupnik plaćati mjesečno,

that all previously concluded agreements shall be deemed terminated.

Article 2.

The Lessor guarantees that he is the lawful owner of the business premises which are the subject of this Agreement.

During the term of the lease, the Lessor may show the business premises to any interested parties in the course of the bankruptcy proceedings, subject to prior notice to the Lessee.

Article 3.

The Contracting Parties enter into this Lease Agreement for a fixed term commencing on 1 December 2025 and remaining in effect until the decision on the award of the property in the bankruptcy proceedings becomes final and legally binding.

The Lessor shall be entitled to terminate this Agreement prior to its expiry if the Lessee uses the business premises contrary to its provisions, with a notice period of 60 days from the date of receipt of the termination notice, within which period the Lessee must vacate the business premises and deliver them to the Lessor in the condition in which they were received. The same duration and conditions of the notice period shall apply to termination by the Lessee.

Termination may be given at any time, without limitation that it must be given on the 1st or 15th of the month.

Termination shall be delivered to the other Party in writing, by registered post delivery with return receipt, to the address of the Party's registered office, and the delivery date of the shipment shall be treated as the date of delivery to the other Party.

Since it is a registered letter with return receipt, the day of delivery is the day of termination.

najkasnije do 15.tog za tekući mjesec, na temelju izdanog računa, uplatom na žiroračun Zakupodavaca otvorenom u Erste&Steiermärkische Bank d.d., IBAN: HR38 2402 0061 1012 9835 0.

Ukoliko zakupnik ne podmiri dva dospjela računa na ime zakupnine i/ili na ime režijskih troškova, zadnjim danom u mjesecu za koji nije plaćena zakupnina i/ili režijski troškovi, smatra se da je ugovor raskinut te je dužan predati predmet zakupa u roku od 8 dana bez daljnjeg upozorenja ili zahtjeva zakupodavaca.

Članak 5.

Zakupnik potvrđuje da je primio predmet zakupa u viđenom stanju te se u zakupu poslovnog prostora nalazi na temelju ranije zaključenog ugovora koji danom sklapanja ovog ugovora više nije na snazi, te se isključuje svaka odgovornost Zakupodavca za nedostatke predmeta zakupa.

Zakupnik će u poslovnom prostoru obavljati svoju djelatnost za koju je registriran.

Zakupnik se obvezuje zakupljeni prostor koristiti u skladu sa svojom djelatnošću i brinuti se o njemu pažnom dobrog gospodarstvenika, a štetu nastalu zbog nepažnje ili nestručnog korištenja dužan je u cijelosti nadoknaditi Zakupodavcu ili je popraviti na svoj trošak.

Zakupnik može poslovni prostor ili dio poslovnog prostora dati u podzakup isključivo drušvu Textech d.o.o., Obrtnička ulica 31a, Novska, OIB: 05995174891.

Članak 6.

Zakupnik je dužan redovito podmirivati sve troškove režija koji terete dio nekretnine u

Article 4.

The Contracting Parties agree upon a monthly rent in the amount of EUR 4.950.00 plus VAT, total EUR 6.187,50.

The Lessee shall pay the rent on a monthly basis, no later than the 15th of the current month, on the basis of an invoice issued, by transfer to the Lessor's bank account held with Erste&Steiermärkische Bank d.d., IBAN: HR38 2402 0061 1012 9835 0.

Should the Lessee fail to settle two (2) consecutive due invoices for rent and/or utility charges, this Agreement shall be deemed automatically terminated as of the last day of the month for which payment remains outstanding. In such event, the Lessee shall be obliged to vacate and surrender the leased premises within eight (8) days, without the need for any further notice, demand, or default declaration by the Lessor.

Article 5

The Lessee hereby acknowledges and confirms that it has taken possession of the leased premises in their existing ("as-is") condition. The Lessee further acknowledges that its occupation of the premises to date has been based on the previously executed lease agreement, which, upon the execution of this Agreement, shall be deemed terminated and shall cease to produce any legal effect. The Lessor shall bear no responsibility or liability of any kind for any defects, deficiencies, or shortcomings of the leased premises.

The Lessee shall conduct in the leased premises the business activity for which it is registered.

The Lessee undertakes to use the leased premises in accordance with its business activity and to take care of them with the diligence of a prudent businessman, and shall

zakupu i to, a ne ograničavajući se na, troškove vode, struje, plina, čistoće, komunalne naknade, vatrodojave i sl.

Troškove režija zakupnik će plaćati sukladno izdanom računu od strane zakupodavca po kvadraturi zakupljenog prostora obračunatoj u omjeru prema površini ukupno zakupljene površine poslovne hale na adresi Obrtnička 31a.

Zakupnik je dužan o svom trošku, bez nadoknade od strane Zakupodavca, održavati i popravljati predmet zakupa i otklanjati sve eventualne kvarove nastale korištenjem predmeta zakupa.

Članak 7.

Nakon prestanka Ugovora Zakupnik je obavezan predmet zakupa vratiti Zakupodavcu u stanju u kojem ga je preuzeo.

Zakupnik izjavljuje da u slučaju prestanka ugovora iz bilo kojeg razloga neće potraživati naknadu za eventualna ulaganja u predmet zakupa.

Vraćanje poslovnog prostora vrši se potpisivanjem primopredajnog zapisnika, uz prisutnost Zakupodavca i Zakupnika. Ugovorne strane dužne su utvrditi postoje li oštećenja koja nadilaze redovito korištenje poslovnog prostora.

Članak 8.

Na prava i obveze ugovornih strana, koja nisu posebno uređena ovim ugovorom, primjenjuju se važeće odredbe Zakona o zakupu i kupoprodaji poslovnog prostora i Zakon o obveznim odnosima.

Članak 9.

Izmjene i dopune ovog ugovora obavezuju ugovorne strane samo ako su sastavljene u pisanom obliku.

Članak 10.

compensate the Lessor in full or repair at its own expense any damage caused by negligence or improper use.

The Lessee may sublease the leased premises, in whole or in part, exclusively to Textech d.o.o., Obrtnička ulica 31a, Novska, OIB: 05995174891.

Article 6

The Lessee shall be obliged to regularly settle all utility and operating costs attributable to the leased portion of the property, including, but not limited to, the costs of water, electricity, gas, waste disposal, municipal fees, fire-alarm services, and any similar charges.

The Lessee shall pay the utility charges in accordance with the invoices issued by the Lessor, calculated on the basis of the floor area of the leased premises and apportioned in proportion to the total leased area of the commercial hall located at Obrtnička 31a.

The Lessee shall, at its own expense and without compensation from the Lessor, maintain and repair the leased premises and eliminate any defects arising from use of the leased premises.

Article 7

Upon termination of the Agreement, the Lessee shall return the leased premises to the Lessor in the condition in which they were received.

The Lessee declares that, upon termination of the Agreement for any reason, it shall not claim compensation for any investments made in the leased premises.

The return of the business premises shall be effected by signing a handover record, in the presence of both the Lessor and the Lessee. The Contracting Parties shall determine whether there is any damage exceeding normal wear and tear of the business

Ugovorne strane su pročitale ovaj Ugovor te ga u znak prihvata prava i obveza iz istog potpisuju po osobama ovlaštenim za zastupanje.

premises.

Article 8.

The rights and obligations of the Contracting Parties not specifically regulated by this Agreement shall be governed by the applicable provisions of the Act on Lease and Sale of Business Premises and the Obligations Act.

Article 9.

Amendments and supplements to this Agreement shall be binding on the Contracting Parties only if made in writing.

Article 10.

The Contracting Parties have read this Agreement and, in token of acceptance of the rights and obligations arising hereunder, sign it through their duly authorized representatives.

Mim Fuc
HAKADESCH d.o.o. u stečaju
Kolodvorska 41, Novska
OIB: 17001961288

**HAKADESCH d.o.o. u stečaju/ in
bankruptcy**

Andreas Schmitt

DOCTOR BARK GmbH

24.11.25

I hereby sign
the English version!