

FINANCIJSKA AGENCIJA

OIB: 85821130368

Zagreb

(adresa nadležne jedinice)

02-07-2026

PREDSTEČAJNE NAGODBE
PRIMANJE I OTPLATA POSTE

KLASA:
UR. BROJ:

Nadležni trgovački sud Zagreb

Poslovni broj spisa St 187/2026

PRIJAVA TRAŽBINE VJEROVNIKA U PREDSTEČAJNOM POSTUPKU

PODACI O VJEROVNIKU:

Ime i prezime / tvrtka ili naziv
EFI group SARL

OIB RCS B278374

Adresa / sjedište

L 2450 Luxembourg, 15, boulevard de Roosevelt, Luxembourg

PODACI O DUŽNIKU:

Ime i prezime / tvrtka ili naziv
SVESA food beverages d.o.o.

OIB 16591886058

Adresa / sjedište

Ivanec Bistranski, Ulica Ivana Pintarića 29, Zaprešić

PODACI O TRAŽBINI:

Pravna osnova tražbine (npr. ugovor, odluka suda ili drugog tijela, ako je u tijeku sudski postupak oznaku spisa i naznaku suda kod kojeg se postupak vodi)
Komercijalni ugovor od 16.07.2025.

Iznos dospjele tražbine 54.300,00 Eura (EUR)

Glavnica 54.300,00 Eura (EUR)

Kamate _____ (EUR)

Iznos tražbine koja dopijeva nakon otvaranja predstečajnog postupka
_____ (EUR)

Dokaz o postojanju tražbine (npr. račun, izvadak iz poslovnih knjiga)

Dokaz o uplati iznosa od 54.300,00 Eura na dan 02.10.2025.

Vjerovnik raspolaže ovršnom ispravom DA ☒ NE ☒ za iznos _____ (EUR)

Naziv ovršne isprave

PODACI O RAZLUČNOM PRAVU:

Pravna osnova razlučnog prava

Dio imovine na koji se odnosi razlučno pravo

Iznos tražbine _____ (EUR)

Razlučni vjerovnik odriče se prava na odvojeno namirenje

ODRIČEM ☒ NE ODRIČEM ☐

Razlučni vjerovnik pristaje da se odgodi namirenje iz predmeta na koji se odnosi njegovo razlučno pravo radi provedbe plana restrukturiranja PRISTAJEM ☐ NE PRISTAJEM ☐

PODACI O IZLUČNOM PRAVU:

Pravna osnova izlučnog prava

Dio imovine na koji se odnosi izlučno pravo

Izlučni vjerovnik pristaje da se izdvoji predmet na koji se odnosi njegovo izlučno pravo radi provedbe plana restrukturiranja PRISTAJEM ☐ NE PRISTAJEM ☐

Mjesto i datum

u Zagrebu, 02.07. 2026.

Potpis vjerovnika

ODVJETNIK

JOSIP ŠURJAK

Trg Drage Iblera 9, Zagreb

ZA ETI group
LUXEMBURG

ODVJETNIK JOSIP ŠURJAK

Trg Drage Iblera 9, Zagreb

Tel: +385 1 4828 559

e-mail: jsurjak@odbs.hr

PUNOMOĆ

Ovlašćujem(o) da me (nas) pravno zastupa (brani) odvjetnik

JOSIP ŠURJAK,
Trg Drage Iblera 9, Zagreb

u _____predstečajnom/stečajnom postupku koji se vodi

pred FINA i Trgovnički sud u Zagrebu

pod poslovnim brojem 8A - 187/2026

na tužbu (prijedlog, optužnicu) _____moju _____

protiv _____društva SVESA f-b d.o.o.

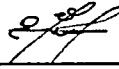
radi pronalaza predstečaj i poruke tražbine
od = 54.300,00 EURA

Ovlašćujem(o) ga, da me (nas) zastupa u svim mojim (našim) pravnim poslovima u sudu i izvan suda kao i kod svih drugih državnih organa, te da radi zaštite i ostvarenja mojih (naših) prava i na zakonu osnovanih interesa poduzima sve pravne radnje i upotrijebi sva u zakonu predviđena sredstva, a naročito da podnosi tužbe, prijedloge i ostale podneske,

Pristajem(o) da me (nas) za slučaj spriječenosti zamjenjuje:

Za slučaj spora glede nagrade pristajem(o) na nadležnost stvarno nadležnog suda u Zagrebu.

U Zagrebu dana 02.07.26. godine.

potpis 

EMIN ISKENDEROV
za EFI group SARL

Payer details

Payer name EFI GROUP
IBAN LT493250011654613207
BIC REVOLT21XXX
Address LU, 15 Boulevard Roosevelt Luxembourg, Luxembourg, L-2450

Recipient details

Recipient name Sveza food-beverages d.o.o
Account number HR7224920081100100280
BIC IMXXHR22XXX
Address HR, Ulica Ivana Pintarica 29 Zapresic, Zagrebacka zupanija, 10290
Reference Deposit according signed commercial agreement from 16.07.2025 and its annex signed from 30.09.2025

Transfer overview

Amount €54,300
Fees €0
Status COMPLETED
Type SEPA Instant Credit Transfer
Payment reference 49a4a995-67e0-4f64-9656-896feaadefcb
Reference To Sveza food-beverages d.o.o
Created 02 Oct 2025, 11:59
Approved by Revolut 02 Oct 2025, 12:00
Received by recipient's bank 02 Oct 2025, 12:00



Signaler une carte perdue ou volée

+370 5 214 3608

Obtenir de l'aide dans l'application

Scanner le QR code

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COMMERCIAL AGREEMENT

COMMERCIAL AGREEMENT

Commercial agreement for EXCLUSIVE distribution

Between

"SVESA food – beverages d.o.o.", with registered office on address, Zaprešić 10 290, Ivana Pintarića 29, Ivanec Bistranski, Croatia / EU, in the person of its representative Boris Opravić, Tax code and VAT no. HR 16591886058 producer of Pizza Pizza Automatic Vending Machines

And

"EFI group SARL" with registered office on address 15, boulevard Roosevelt, L-2450 Luxembourg, with VAT number RCS B278374, in the person of its representative "Emin Iskenderov" hereinafter the Purchaser

Recitals

- (A) Svesa food-beverages as producer and representator of the rights for purchasing and distribution for Pizza Automatic Vending Machines. This machine offers a major advantage over other systems, as it does not simply reheat pre-made pizza — instead, it prepares fresh pizza from scratch using real ingredients. It delivers an authentic cooking process inside the machine, resulting in a higher-quality product and a truly unique customer experience.
- (B) Svesa food-beverages have decided on a policy of selling and spreading use of the Pizza Automatic Vending Machine system in region of "France, Luxembourg, Monaco, Liechtenstein" (the "Territory").
- (C) The distributor of territory, who knows well the technical and qualitative characteristics of the Pizza Automatic Vending Machine system for the production and automatic distribution of pizza on demand, is interested in deployments of the Pizza Automatic Vending Machines system by purchasing Pizza Automatic Vending Machines for placement in the Territory

Given all of the above, the Parties agree as follows.

1. Recitals, attachments and definitions.

1.1 The above recitals are an integral and essential part of this agreement ("Contract"). The terms defined are used in this Contract with the specific meaning attributed to each of them in this Contract.



2. Nature of the Contract.

2.1 By this Contract, Svesa food – beverages, for the part relating to each of them, grant the Distributor the exclusive right to purchase Pizza Automatic Vending Machines for placement and use in the Territory, under the terms and conditions set out in this Contract.

2.2 During the life of this Contract, the Distributor will act in an independent and autonomous manner, purchasing the Pizza Automatic Vending Machines for placement in its name and on its own behalf in the Territory.

2.3 All the Parties agree that this Contract is and will be interpreted under all circumstances as a supply and exclusive distribution Contract and not as an agency.

2.4 This Agreement does not grant the Distributor the power to act as an agent or representative of Svesa food - beverages, or to accept any obligations or responsibilities in their names or for their accounts. In this regard, the Distributor will not sign and/or perform contracts in the names of and/or for the accounts of Svesa food- beverages.

2.5 The Distributor will not place and/or use the Pizza Automatic Vending Machines outside of the Territory.

2.6 The Parties agree that a exclusive commercial relationship exists between them deriving from this Contract, since each of them is responsible for the respective rights and benefits of their own workers and/or managers.

2.7 None of the Parties takes any responsibility for performing the obligations of the others with regard to administrative and fiscal matters or, in general, for obtaining or renewing any of their authorisations, permissions, licences and similar that may be required under the laws applying in the Territory for the performance of this Contract.

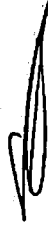
3. Trademarks and patents.

3.1 The Purchaser will use the Pizza Automatic Vending Machines in association with his own trademark.

3.2 For this purpose, Svesa food - beverages grants the Distributor exclusive rights to use the Pizza Automatic Vending Machines in the Territory. Distributor is only one company who can distribute and place thought other potential customer of pizza vending machines in contracted Territory.

4. Orders, payments and delivery.

4.1 By signing this Contract, the Distributor agrees to purchase from Svesa food – beverages Pizza Automatic Vending Machines in purpose for placement on Territory at a fixed price 18.100,00 € for first year of contract (year 2026). After 1st year of contract Svesa food-beverages hold the rights to raise price according to Euro area annual inflation rate. Price is stated as NET price Ex-Works ("EXW") the warehouse of Svesa food-beverages in Zagreb



(Croatia / EU); accordingly, all charges, responsibilities and expenses incurred for the transportation of the Pizza Automatic Vending Machines will be for the account of the Distributor / Purchaser.

4.2 Payment of the amounts must be made by bank transfer to the current account Svesa food-beverages stated in invoice.

4.3 Unless agreed otherwise by the Parties in writing, the prices stated in the invoices and the correspondence exchanged must be denominated solely in Euro (€). In the same way, all payments between the Parties must be made solely in Euro.

4.4 Svesa food - beverages will issue and deliver the invoices relating to the Pizza Automatic Vending Machines sold together with the related documentation.

4.5 The Pizza Automatic Vending Machines will be supplied to the Distributor/ Purchaser with adjusted software for Credit card reader with pc application and phone telemetry system for monitoring.

This includes, but is not limited to, access to mobile and desktop applications, telemetry systems, configuration platforms, update services, and control panel interfaces. All such tools shall be provided free of charge for the duration of the Agreement, including all standard updates and maintenance support.

4.6 Until the first delivery has been installed, Svesa food - beverages will make a technician available to the Distributor / Purchaser free of charge (except that the Purchaser will bear the related travel, board and lodging costs) in order to train the persons responsible for installing, cleaning and maintaining the Pizza Automatic Vending Machines.

5. Obligations of the Distributor.

5.1 Pursuant to the terms of this Contract, the Distributor will work in an appropriate and diligent manner to place and use the Pizza Automatic Vending Machines in the Territory.

5.2 To this end, the Distributor: (i) will not modify the Pizza Automatic Vending Machines purchased other than for the purpose of enabling payment by way of use of credit cards and/or cellular phones, or for needs of Tax law on territory; (ii) will use the Pizza Automatic Vending Machines and replenish the ingredients in the manner indicated in the user and maintenance manuals and the HACCP system, (iii) will comply with all current laws and regulations applying in the Territory with regard to the importation and sale of the Pizza Automatic Vending Machines.

5.3 Unless agreed otherwise by the Parties in writing, the Distributor will be solely responsible for all costs and expenses incurred in connection with and/or consequent to performance of the obligations arising under this Contract, including all the advertising and promotion that the Distributor considers appropriate.



5.4 The Distributor agrees to purchase from Svesa food - beverages – all the ingredients and toppings necessary for the functioning of the Pizza Automatic Vending Machines, at the prices and on the terms determined in clause 6.8. The prices and delivery are understood to be "ex works supplier".

5.5 The Distributor agrees to share with Svesa food - beverages the technical, commercial and marketing information about the Automatic Pizza Automatic Vending Machine system in the Territory.

6. General clauses

6.1 This agreement takes effect from 16.07.2025.

6.2 This Agreement / Contract and the rights contained herein for the benefit of the Distributor are granted solely to the latter who, accordingly, is not entitled to transfer this Agreement / Contract and the rights and obligations arising hereunder to third parties.

6.3 In order to be valid, all changes to this Contract must be properly signed by both Parties.

6.4 This Contract cancels and replaces all previous written or verbal understandings and communications made by or on behalf of each of the Parties, and represents the entire agreement between the Parties with regard to the matters covered herein.

All communications concerning the matters covered in this Contract must be made by registered letter with confirmation of receipt: if to Svesa food-beverages Ivana Pintarića 29 10290-Zaprešić (ZG) Croatia EU; if to the Distributor "EFI group SARL" with registered office on address 15, boulevard Roosevelt, L-2450 Luxembourg, with VAT number RCS B278374. In the person of its representative "Emin Iskenderov" hereinafter the Purchaser.

6.5 With the intention to contract remained valid through, first order for Pizza Automatic Vending Machines from Distributor must be confirmed with deposit payment at latest till the "30 September 2025." 30% deposit payment of total face value of contract (10 Pizza Automatic Vending Machines) 54.300,00€. Exclusive distribution rights will be given on period of 5 years with ending date 16.07.2030. Deposit is amount to confirm contract and will be used and deducted from first proforma for ordered machines. If the Purchaser wishes to purchase more than 10 machines in the first year, Svesa food-beverages agrees to supply a maximum of 40 Pizza Automatic Vending Machines during the first contract year (2025–2026), subject to production capacity and confirmed proforma invoices.

6.6 If the Distributor purchases an additional 20 Pizza Automatic Vending Machines during the initial 5-year contract period, this Agreement will be automatically renewed and extended for an additional 5 years, until 16.07.2035.

For any subsequent 5-year renewal periods beyond 2035, the Distributor shall be required to purchase twice the number of machines acquired during the previous 5-year period in order to qualify for automatic renewal.



Accordingly, to extend the Agreement until 2040, the Distributor must purchase at least 40 machines between 2035 and 2040; to extend until 2045, at least 80 machines must be purchased between 2040 and 2045, and so on.

This progressive purchasing requirement ensures a mutual commitment to the continued growth and distribution of the Pizza Automatic Vending Machine system within the Territory.

6.7 This Agreement / Contract is set down and signed in duplicate with each copy deemed to be an original.

6.8 Ingredients: By signing this Contract, the Distributor agrees to purchase from Svesa food – beverages ingredients for Pizza Automatic Vending Machines. Pizza set including all for 1 pizza 1,16€ Flour, tomato sauce, topping, pizza tray/box. The Pizza Automatic Vending Machine can prepare four types of pizza (such as ham, salami, chicken, etc.), and all ingredient sets will have the same price. Price is granted for the 1st year of contract after Svesa hold the rights to raise it, if the price of the products used to make the set increases, the price CAP is set up on 7% by every year of contract.

6.9 Svesa food - beverages assumes five-year guarantee period (warranty) on spare parts from date of delivery of Pizza machines, for first delivered machines and also warranty conditions is the same for all other Pizza machines which will be purchased from producer. Relays, bearings, oven heaters are consumable parts and do not fall into the warranty and all failures caused by the malfunction of one of these parts because of miss of maintaining, or due to improper handling of the Pizza Automatic Vending Machine. The warranty is no more valid if the Pizza Automatic Vending Machine is not properly maintained and cleaned according to the instructions.

Technical support and technical training will be given from Svesa food-beverages to the Purchaser technician-operator when the Pizza Automatic Vending Machine is delivered. If major problems happen, and the Purchaser technician cannot fix it, Svesa food - beverages will be available to give remote support or, if necessary on-site support (technician's travel cost to be paid by the Purchaser).

6.9.1 Obligations - Seller and Purchaser: In relation to clause 6.2 Svesa food-beverages gives rights to distributor "EFI group SARL" to transfer this contract rights to third party exact to EFI group SARL daughter company. With this clause Efi group Sarl commit that will transfer 5% share of daughter company (company on which this contract will be transferred) to ownership of Svesa food-beverages no later than 31st of December 2025. Svesa food beverages grants production time for Pizza Automatic Vending Machine 4-6 weeks from order date and 2 weeks for ingredients production. Svesa food-beverages commit to give support to Efi group with promo materials (high resolution promo material in pdf form on French language). When Efi group achieve 30 machines on territory Svesa food-beverages grants possibility to EFI group to set up their own production plants on territory, know-how



will be given from Svesa, all other terms and conditions and fees will be specified in additional contract.

In Zagreb, 16.07.2025

Signed by: Svesa food beverages - Boris Opravic

EFI group SARL - Emin Iskenderov

7. Applicable law, jurisdiction.

This Agreement / Contract is governed by the European Laws. Any disputes that may arise between the Parties as a consequence of and in connection with this Contract will fall solely under Austrian jurisdiction, with express recognition of the sole jurisdiction of the Vienna Court.

In Zagreb, 16.07.2025

Signed by:

Svesa food beverages - Boris Opravic
SVESA food-beverages d.o.o.
Ulica Ivana Pintarica 28
Ivanec Bistranski, Grad Zagreb

EFI group SARL - Emin Iskenderov