

03-06-2022

PREDSTEČAJNE NAGODBE  
PRIMANJE I OTPREMA POŠTE  
KLASA:  
UR. BROJ:

Obrazac 3.

FINANCIJSKA AGENCIJA

OIB: 85821130368

Ulica grada Vukovara 70, 10000 Zagreb

(adresa nadležne jedinice)

Nadležni trgovački sud

Zagreb

Poslovni broj spisa

18. SL-1329/2022

PRIJAVA TRAZBINE VJEROVNIKA U PREDSTEČAJNOM POSTUPKU

PODACI O VJEROVNIKU:

Ime i prezime / tvrtka ili naziv

Alphatron Marine BV

OIB

Adresa / sjedište

Schaardijk 23, 3063 NH Rotterdam

PODACI O DUŽNIKU:

Ime i prezime / tvrtka ili naziv

DIV Group LTD.

OIB

33090755014

Adresa / sjedište

Bobovica 10A, 10430 Samobor

PODACI O TRAZBINI:

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)

Contract / UGOVOR

Iznos dospjele tražbine

€ 55.570,70 (kn)

Glavnica

DIV Group LTD. (kn)

Kamate

Pogledajte priloge (kn)

Iznos tražbine koja dopijeva nakon otvaranja predstečajnog postupka

(kn)

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

Vjerovnik raspolaže ovršnom ispravom ~~444~~ NE za iznos

(kn)

Naziv ovršne isprave

*Cur*

## PODACI O RAZLUČNOM PRAVU:

Pravna osnova razlučnog prava

Dio imovine na koji se odnosi razlučno pravo

Iznos tražbine \_\_\_\_\_ (kn)

Razlučni vjerovnik odriče se prava na odvojeno namirenje ~~PRISTAJEM~~ / 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

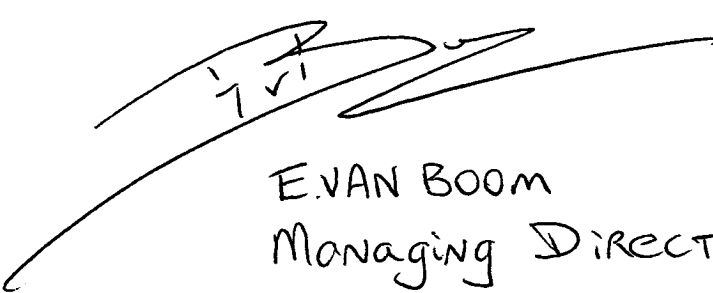
Izlučni vjerovnik pristaje da se izdvoji predmet na koji se odnosi njegovo izlučno pravo radi provedbe plana restrukturiranja ~~PRISTAJEM~~ / NE PRISTAJEM

Mjesto i datum

Rotterdam

Potpis vjerovnika

10/5/2022

  
E. VAN BOOM  
Managing Director.



*EVB*



REPUBLIKA HRVATSKA  
Trgovački sud u Zagrebu  
Zagreb, Amruševa 2/II

18. St-1329/2022

## REPUBLIKA HRVATSKA

### RJEŠENJE

Trgovački sud u Zagrebu, sudac Danijela Uzelac Ljubić, u predstečajnom postupku u povodu prijedloga dužnika DIV GRUPA d.o.o., OIB 33890755814, Samobor, Bobovica 10A, kojeg zastupa punomoćnik Goran Jujnović Lučić, odvjetnik u Zagrebu, za otvaranje predstečajnog postupka, 27. travnja 2022.

r i j e š i o   j e

I. Otvara se predstečajni postupak nad dužnikom DIV GRUPA d.o.o., OIB 33890755814, Samobor, Bobovica 10A.

II. Za povjerenika se imenuje Irena Kelava iz Zagreba, Savska cesta 144A, OIB 65378158056.

III. Pozivaju se vjerovnici dužnika DIV GRUPA d.o.o., OIB 33890755814, Samobor, Bobovica 10A, u roku od 21 (dvadesetijedan) dan od dana dostave ovog rješenja, prijaviti svoje tražbine nadležnoj jedinici Financijske agencije na propisanom obrascu.

IV. Pozivaju se dužnik DIV GRUPA d.o.o., OIB 33890755814, Samobor Bobovica 10A, i povjerenik Irena Kelava u roku od 30 (trideset) dana od dana dostave tablice prijavljenih tražbina, dostaviti Financijskoj agenciji pisano očitovanje o svakoj prijavljenoj tražbini, priznaju li ju ili osporavaju, uz obveznu naznaku iznosa za koji se tražbina osporava i razloga osporavanja, i to na propisanom obrascu.

V. Pozivaju se vjerovnici dužnika DIV GRUPA d.o.o., OIB 33890755814, Samobor Bobovica 10A, u roku od 15 (petnaest) dana od dana dostave očitovanja o prijavljenim tražbinama dužnika i povjerenika, osporiti prijavljene tražbine koje smatraju nepostojećim, uz obveznu naznaku iznosa za koji se tražbina osporava i razloga osporavanja, i to na propisanom obrascu.

VI. Poziva se Financijska agencija objaviti na mrežnoj stranici eOglasna ploča sudova u roku od tri dana:

- od dana isteka roka za prijavu tražbine, tablicu prijavljenih tražbina zajedno s prijavama tražbina i ispravama
- od dana isteka roka za očitovanje dužnika i povjerenika ako je imenovan o prijavljenim tražbinama, očitovanje o prijavljenim tražbinama, odnosno podatak da očitovanje nije dostavljeno
- od dana isteka roka za osporavanje tražbina, tablicu osporenih tražbina u kojoj će navesti sve tražbine koje je osporio dužnik, povjerenik ili vjerovnik.

VII. Ako je prijava tražbine, očitovanje o prijavljenim tražbinama ili osporavanje tražbine primljeno nakon objava iz točke VI. izreke ovog rješenja, poziva se Financijska agencija sastaviti dopunu tablica i zajedno s prijavom tražbine, očitovanjem o prijavljenim tražbinama ili osporavanjem tražbine i ispravama objaviti na mrežnoj stranici eOglasna ploča sudova najkasnije prvoga dana nakon primitka.

VIII. Poziva se Financijska agencija dostaviti sudu cjelokupnu primljenu dokumentaciju u papirnatom obliku u roku od tri dana od isteka roka za osporavanje tražbina, a naknadno primljenu najkasnije prvoga dana nakon primitka.

IX. Poziva se dužnik DIV GRUPA d.o.o., OIB 33890755814, Samobor Bobovica 10A, vjerovnicima i dužnikovom povjereniku omogućiti uvid u isprave iz kojih proizlaze tražbine navedene u popisu imovine i obveza.

X. Pozivaju se dužnikovi dužnici svoje dospjele obveze bez odgode ispunjavati dužniku.

XI. Pozivaju se vjerovnici, dužnik i povjerenik pristupiti na ročište radi ispitivanja tražbina koje će se održati

31. kolovoza 2022. u 10,00 sati,

u prostorijama Trgovačkog suda u Zagrebu, Zagreb, Petrinjska 8, dvorana 100.

XII. Ovo rješenje o otvaranju predstečajnoga postupka nad dužnikom upisat će se u sudskom registru ovoga suda.

XIII. Ovo rješenje o otvaranju predstečajnoga postupka nad dužnikom upisat će se u zemljišnim knjigama sljedećih sudova:

- A) Općinskog suda u Novom Zagrebu, Zemljišnoknjižnog odjela Samobor, u:
- zk. ul. br. 1773, k.o. Bregana, zk.č.br 1197/4, Ulica A. Kovačića, livada, vlasnički dio 1/1
  - zk. ul. br. 941, k.o. Jazbina-Lug, zk.č.br 21, Pri dvorcu u lugu, livada, vlasnički dio 1/1
  - zk. ul. br. 19, k.o. Jazbina-Lug, zk.č.br. 20, Pri dvorcu u lugu, livada, vlasnički dio 1/1
  - zk. ul. br. 18, k.o. Jazbina-Lug, zk.č.br. 18, Pri dvorcu u lugu, livada, vlasnički dio 1/1
  - zk. ul. br. 17, k.o. Jazbina-Lug, zk.č.br. 17, Pri dvorcu u lugu, livada, vlasnički dio 1/1
  - zk. ul. br. 20, k.o. Jazbina-Lug, zk.č.br. 22, Pri dvorcu u lugu, livada, vlasnički dio 1/1
  - zk. ul. br. 27, k.o. Jazbina-Lug, zk.č.br. 25, Pri dvorcu u lugu, livada, 16. suvlasnički dio 1/15 i 17. suvlasnički dio 14/15
  - zk. ul. br. 1025, k.o. Bregana, zk.č.br. 1197/1, Nazorova ulica, livada, 1. suvlasnički dio 1/2

-zk. ul. br. 1774, k.o. Bregana, zk.č.br. 1200, Ul. Ante Kovačića, livada, vlasnički dio 1/1  
-zk. ul. br. 1406, k.o. Samobor, zk.č.br. 3435/3, Livada preseka, livada, 2. vlasnički dio 1/1  
-zk. ul. br. 1298, k.o. Samobor, zk.č.br. 3441/1, Livada preseka, livada, 2. suvlasnički dio ½

B) Općinskog suda u Crikvenici, Zemljišnoknjižnog odjela Crikvenica, u zk. ul. br. 2425, k.o. Selce, zk.č.br. 7921/1, tri poslovne zgrade, dva bazena, skladište i dvor, 44. suvlasnički dio s neodređenim omjerom, etažno vlasništvo (E-44) i 49. suvlasnički dio s neodređenim omjerom, etažno vlasništvo (E-49)

C) Općinskog suda u Šibeniku, Zemljišnoknjižnog odjela Knin, u:  
-zk. ul. br. 909, k.o. Kninsko polje, zk.č.br. 361/4, ZK Tijelo XIII, 4. suvlasnički dio 1253/16250  
-zk. ul. br. 4606, k.o. Kninsko polje, zk.č.br. 361/14, livada, 1. suvlasnički dio 255/927  
-zk. ul. br. 4605, k.o. Kninsko polje, zk.č.br. 336/36, livada, 1. suvlasnički dio 244/907  
-zk. ul. br. 4604, k.o. Kninsko polje, zk.č.br. 336/34, livada, 1. suvlasnički dio 191/1867  
-zk. ul. br. 4603, k.o. Kninsko polje, zk.č.br. 336/3, livada, 1. suvlasnički dio 91/1046  
-zk. ul. br. 4601, k.o. Kninsko polje, zk.č.br. 337/18, livada, 1. suvlasnički dio 1222/1974  
-zk. ul. br. 4600, k.o. Kninsko polje, zk.č.br. 337/17, livada, 1. suvlasnički dio 1220/1989  
-zk. ul. br. 4599, k.o. Kninsko polje, zk.č.br. 337/16, livada, 1. suvlasnički dio 1260/2023  
-zk. ul. br. 4598, k.o. Kninsko polje, zk.č.br. 337/3, livada, 1. suvlasnički dio 1489/2076  
-zk. ul. br. 4597, k.o. Kninsko polje, zk.č.br. 337/2, livada, 1. suvlasnički dio 528/1440  
-zk. ul. br. 1670, k.o. Kninsko polje, zk.č.br. 346/6, livada, 1. suvlasnički dio 439/2147  
-zk. ul. br. 4596, k.o. Kninsko polje, zk.č.br. 337/14, livada, 1. suvlasnički dio 1134/2982  
-zk. ul. br. 4588, k.o. Kninsko polje, zk.č.br. 346/2, livada, 1. suvlasnički dio 376/6891  
-zk. ul. br. 4595, k.o. Kninsko polje, zk.č.br. 336/13, livada, 1. suvlasnički dio 413/1460  
-zk. ul. br. 4594, k.o. Kninsko polje, zk.č.br. 337/13, livada, 1. suvlasnički dio 513/1442  
-zk. ul. br. 4593, k.o. Kninsko polje, zk.č.br. 336/16, livada, 1. suvlasnički dio 497/1446  
-zk. ul. br. 4592, k.o. Kninsko polje, zk.č.br. 5050/2, vinograd, 1. suvlasnički dio 36/165  
-zk. ul. br. 4591, k.o. Kninsko polje, zk.č.br. 336/33, livada, 1. suvlasnički dio 891/1003  
-zk. ul. br. 4589, k.o. Kninsko polje, zk.č.br. 337/1, livada, 1. suvlasnički dio 525/593  
-zk. ul. br. 4590, k.o. Kninsko polje, zk.č.br. 336/32, livada, 1. suvlasnički dio 76/140  
-zk. ul. br. 912, k.o. Kninsko polje, zk.č.br. 335, livada, ZK Tijelo II-1. vlasnički dio 1/1  
-zk. ul. br. 171, k.o. Kninsko polje, zk.č.br. 336/24 i 337/7, livada, ZK Tijelo V-5. vlasnički dio 1/1 i ZK Tijelo VI-8. vlasnički dio 1/1  
-zk. ul. br. 1503, k.o. Kninsko polje, zk.č.br. 336/25 i 337/8, livada, ZK Tijelo IX - 1. vlasnički dio 1/1

- zk. ul. br. 180, k.o. Kninskopolje, zk.č.br. 336/1 i 337/5, livada, ZK Tijelo I - 1. vlasnički dio 1/1
- zk. ul. br. 1071, k.o. Kninskopolje, zk.č.br. 337/12, livada, ZK Tijelo XXII - 2. suvlasnički dio 1591/2214
- zk. ul. br. 4587, k.o. Kninskopolje, zk.č.br. 346/1, livada, 1. suvlasnički dio 3211/5743
- zk. ul. br. 4574, k.o. Kninskopolje, zk.č.br. 362/8, trstik, 2. suvlasnički dio 456/546
- zk. ul. br. 4573, k.o. Kninskopolje, zk.č.br. 362/7, trstik, 2. suvlasnički dio 420/476
- zk. ul. br. 4572, k.o. Kninskopolje, zk.č.br. 362/6, trstik, 2. suvlasnički dio 427/431
- zk. ul. br. 4309, k.o. Kninskopolje, zk.č.br. 336/2, livada, 2. suvlasnički dio 347/895
- zk. ul. br. 4457, k.o. Kninskopolje, zk.č.br. 336/21, livada, 2. vlasnički dio 1/1
- zk. ul. br. 4458, k.o. Kninskopolje, zk.č.br. 336/23, 336/26 i 337/6, livada, 2. vlasnički dio 1/1
- zk. ul. br. 1331, k.o. Kninskopolje, zk.č.br. 336/28, livada, 4. suvlasnički dio 2205/2353
- zk. ul. br. 1321, k.o. Kninskopolje, zk.č.br. 336/22 i 336/20, livada, ZK Tijelo I-1. vlasnički dio 1/1 i ZK Tijelo IX-1. suvlasnički dio 478/1050
- zk. ul. br. 4523, k.o. Kninskopolje, zk.č.br. 362/5, livada, 2. suvlasnički dio 355/593
- zk. ul. br. 4522, k.o. Kninskopolje, zk.č.br. 362/4, livada, 2. suvlasnički dio 360/571
- zk. ul. br. 4520, k.o. Kninskopolje, zk.č.br. 362/1, livada, 2. suvlasnički dio 408/711
- zk. ul. br. 4519, k.o. Kninskopolje, zk.č.br. 362/9, 362/10, 362/11, 362/13, 362/14 i 362/63, livada, 1. vlasnički dio 1/1
- zk. ul. br. 4518, k.o. Kninskopolje, zk.č.br. 362/2, livada, 1. vlasnički dio 1/1
- zk. ul. br. 4266, k.o. Kninskopolje, zk.č.br. 5675/3, neplodno zemljište, 2. vlasnički dio 1/1
- zk. ul. br. 4476, k.o. Kninskopolje, zk.č.br. 330/1 i 330/29, neplodno zemljište, 1. vlasnički dio 1/1
- zk. ul. br. 4420, k.o. Kninskopolje, zk.č.br. 330/6, 330/7, 330/8, 330/9, 330/10, 330/11, 330/12, 330/13, 330/14, 330/15, 330/16, 330/17, 330/18, 330/19, 330/20, 330/21, 330/22, 330/23, 330/24, 330/27, zgrada, neplodno, dvorišta, kuća, dvor i kuća, dvor i zgrada, 1. vlasnički dio 1/1
- zk. ul. br. 5658, k.o. Kninskopolje, zk.č.br. 3434/1 i 3434/3, poslovna zgrada I, poslovna zgrada II, poslovna zgrada III, gospodarsko dvorište, livada, 1. vlasnički dio 1/1
- zk. ul. br. 4521, k.o. Kninskopolje, zk.č.br. 362/3, livada, 2. suvlasnički dio 224/442.

XIV. Ovo rješenje o otvaranju predstečajnoga postupka nad dužnikom upisat će se u evidenciji vozila Ministarstva unutarnjih poslova u odnosu na vozila za koja je dužnik evidentiran kao vlasnik:

- PEUGEOT BOXER 35OLHS, broj šasije VF3ZCPMNC17383312, koje je objavljeno
- RENAULT KANGOO EXPRESSION 1,5 DCI, broj šasije VF1FC1EBF36319085, registarskih oznaka ŠI 338 DE
- MAGIRUS, broj šasije V93AO50AA71FB6244, koje je objavljeno
- RFNAUIT-MIDLUM 270 18/D, broj šasije VF645ACA000009754, registarskih oznaka ŠI 149 DF
- AUTO PRIKOLICA A-050AA, broj šasije V93AO50AA71FB6244, koje je objavljeno
- IVECO DAILY FURGON 65C15VE3, broj šasije ZCFC65A2105669596, koje je objavljeno
- FIAT DUCATO 28D, broj šasije ZFA23000005767147, koje je objavljeno

-MERCEDES BENZ E KLASA, 220 CDI 125 KW, broj šasijske WDB2110081B267743, registarskih oznaka ŠI 674 FE  
-CITROEN JUMPER FURGON 35+ HDI 150 L3H2, broj šasijske VF7YDUMFC12370840, koje je objavljeno  
-TAM 190 T, 15 BK 4X4, broj šasijske 890006298, koje je objavljeno  
-CITROEN C5 SELECTION HDI 140, broj šasijske VF7RDRHF8DL505449, registarskih oznaka ŠI 976 FE  
-RENAULT MASTER L3H1P3 dCi 125, dvostruka kabina, broj šasijske VF1MBH4D249823506, registarskih oznaka ŠI 918 FJ  
-CITROEN C5 3,0 HDI, broj šasijske VF7RWX8ZACL5O2212, registarskih oznaka ŠI 875 FP  
-CITROEN C4 1.6 HDI, broj šasijske VF7NC9HP0EY574763, registarskih oznaka ŠI 874 FP  
-CITROEN C4 1.6 HDI, broj šasijske VF7NC9HP0EY574422, registarskih oznaka ŠI 871 FP  
-CITROEN BERLINGO, broj šasijske VF77B9HF0EJ782992, registarskih oznaka ŠI 873 FP  
-OPEL INSIGNIA, broj šasijske W0LGM5ES1E1094433, registarskih oznaka ŠI 894 FP  
-CITROEN C3, broj šasijske VF7SR8HR4EW691362, registarskih oznaka ŠI 246 FR  
-CITROEN C3, broj šasijske VF7SR8HR4EW690458, registarskih oznaka ŠI 244 FR  
-CITROEN C3, broj šasijske VF7SR8HR4EW691364, koje je objavljeno  
-VOLKSWAGEN PASSAT 2.0 TDI, broj šasijske WVVZZZ3CZDP047599, registarskih oznaka ŠI 481 FR  
-CITROEN JUMPER, broj šasijske VF7YDUMFC12641882, registarskih oznaka ŠI 758 GA  
-OPEL ASTRA ENJOY 1.6 D S/S, broj šasijske W0LPD6E39FG086982, registarskih oznaka ŠI 712 GA  
-OPEL INSIGNIA DRIVE 2.0 CDTI, broj šasijske W0LGM5ES6F1O932O1, registarskih oznaka ŠI 713 GA  
-OPEL INSIGNIA DRIVE 2.0 CDTI, broj šasijske W0LGM5ES8F1093698, registarskih oznaka ŠI 647 GD  
-CITROEN BERLINGO, broj šasijske VF77M9HF0GJ689079, registarskih oznaka ŠI 881 GE  
-CITROEN C4 FEEL BLUE HDI100 S&S BVM, broj šasijske VF7NCBHY6GY549132, registarskih oznaka ŠI 682 GF  
-CITROEN C5 LI BUS BLUE HDI180 S&S, broj šasijske VF7RDAHWTGL503956, registarskih oznaka ŠI 793 GG  
-VOLKSWAGEN PASSAT DSG R-LINE 2.0 TDI BMT, broj šasijske WVVZZZ3CZHE149421, registarskih oznaka ŠI 553 GM  
-RENAULT MASTER 2.3 DCI, broj šasijske VF1MBH4A245088407, registarskih oznaka ŠI 552 GM  
-LIEBHERR, A900C ZW LITRONIC, broj šasijske WLHZ1031AZK072296, registarskih oznaka ŠI 205 GO  
-LIEBHERR, A900CZW LITRONIC, broj šasijske WLHZ1031JZK070592, registarskih oznaka ŠI 201 GO  
-DACIA DUSTER LAUREATE 1,5 DCI 110, broj šasijske UU1HSDJ9G58302244, registarskih oznaka ŠI 542 GR  
-DACIA DUSTER LAUREATE 1,5 DCI 110, broj šasijske UU1HSDJ9G58302242, registarskih oznaka ŠI 539 GR  
-RAILPUTLER KGS-Z, broj šasijske 21 78 - 3329 080-2, koje je objavljeno

-RENAULT MEGANE GRANDTOUR LIMITED 1,5 DCI ENERGY, broj šasije VF1RFB00459281674, registarskih oznaka ŠI 762 GV  
-CITROEN BERLINGO, broj šasije VF77A9HF0EN511246, registarskih oznaka ŠI 504 GU  
-MERCEDES BENZ E 220 D, broj šasije WDD2130041A279801, registarskih oznaka ŠI 592 HA  
-MERCEDES BENZC 220 D, broj šasije WDD2050041R285768, registarskih oznaka ŠI 593 HA  
-PEUGEOT 208, broj šasije VF3CRBHW6FT256998, registarskih oznaka ZG 7207 FU  
-IVECO DAILY 70C18 V E6 FURGON, broj šasije ZCFC270D4052S9587, registarskih oznaka ŠI 134 HD  
-OPEL ASTRA, broj šasije W0VBD6EF8KG302486, registarskih oznaka ŠI 877 HO  
-OPEL INSIGNIA GRAND SPORT, broj šasije W0VZM6EF2K1013556, registarskih oznaka ŠI 921 HO  
-OPEL INSIGNIA GRAND SPORT, broj šasije W0VZM6EF9K1006281, registarskih oznaka ŠI 138 HD  
-PEUGEOT BOXER 2.2 HDI, broj šasije VF3YDTMGC126S1186, registarskih oznaka ŠI 805 HS  
-VOLKSWAGEN TRANSPORTER 1,9 TDI, broj šasije VW1ZZZ7JZ4X031894, registarskih oznaka ZG 2190 AZ  
-RENAULT CLIO 1,5 DCI LIFE ENERGY, broj šasije VF15RKJ0A58934790, registarskih oznaka ŠI 557 HV  
-RENAULT CLIO 1,5 DCI LIFE ENERGY, broj šasije VF15RKJ0A58883451, registarskih oznaka ŠI 560 HV  
-RENAULT TRAFIC PASSENGER DCI 125, broj šasije VF1JL0009604S8932, registarskih oznaka ŠI 559 HV  
-MAN TGA TGS 33.440 6X4 BB, broj šasije WMA26SZZ49M537399, registarskih oznaka ŠI 478 IB  
-BMW X3, broj šasije WBAWY31000L535649, registarskih oznaka ŠI 790 IF  
-MERCEDES CLS 53, broj šasije WDD2573611AO3O822, registarskih oznaka ŠI 793 IF  
-MERCEDES GLA245G, broj šasije WDC1569051J472477, registarskih oznaka ŠI 480 IB  
-IVECO 150, broj šasije ZCFA1LG0002109716, registarskih oznaka ŠI 792 IF  
-MERCEDES BENZC 200 D, broj šasije WDD2050011F823676, registarskih oznaka ŠI 481 IB  
-IVECO ML1S0E25K 8T, broj šasije ZCFA1U0302501259, registarskih oznaka ZG 6153 II.

### Obrazloženje

1. Dužnik je 19. travnja 2022. podnio sudu prijedlog za otvaranje predstečajnoga postupka na temelju članka 16. i 25. stavka 1. Stečajnog zakona (Narodne novine broj 71/15., 104/17. i 36/22., dalje: SZ). U prijedlogu je u bitnome naveo da kod dužnika postoji predstečajni razlog prijeteće nesposobnosti za plaćanje jer dužnik svoje postojeće obveze neće moći ispuniti po dospelosti, a u očividniku redosljeda osnova za plaćanje koji vodi Financijska agencija ima jednu ili više



evidentiranih neizvršenih osnova za plaćanje koje je trebalo, na temelju valjanih osnova za plaćanje, bez daljnjeg pristanka dužnika naplatiti s bilo kojeg od njegovih računa. Dužnik je dostavio potvrdu o uplati predujma troškova predstečajnoga postupka u iznosu od 5.000,00 kn, popis postupaka koje vodi, potvrdu FINA-e, financijske izvještaje s prilogima, izjavu o broju zaposlenih, te druge isprave.

2. U skladu s člankom 17. stavcima 1. i 2. u vezi s člankom 16. stavkom 1. SZ-a, dužnik je uz prijedlog dostavio popis imovine i obveza dužnika koji je i dopunio podnescima od 25. travnja 2022. i 26. travnja 2022. u prilogu kojih je dostavio i isprave. Uvidom u popise utvrđeno je da dužnik od imovine ima nekretnine, pokretnine, prava na tuđoj imovini, da nema nenovčanih tražbina, da ima novčanih tražbina prema svojim dužnicima. Nadalje, proizlazi da je naveo da na imovini dužnika ima razlučnih i izlučnih prava.

3. Dužnik je u skladu s člankom 26. stavkom 1. SZ-a dostavio financijske izvještaje u skladu sa Zakonom o računovodstvu koji nisu stariji od tri mjeseca od dana podnošenja prijedloga za otvaranje predstečajnoga postupka i izjavu o broju zaposlenih na zadnji dan u mjesecu koji prethodi danu podnošenja prijedloga.

4. Iz spisa proizlazi da nije dostavljen plan restrukturiranja. Prema članku 26. stavku 2. SZ-a plan restrukturiranja ne mora biti podnesen uz prijedlog za otvaranje predstečajnog postupka. Plan se sudu mora podnijeti najkasnije u roku od 21 dana od dana pravomoćnosti rješenja o utvrđenim i osporenim tražbinama odnosno od dana dostave odluke drugostupanjskog suda o žalbi protiv rješenja o utvrđenim i osporenim tražbinama.

5. Iz Potvrde Financijske agencije o blokadi računa i novčanih sredstava proizlazi da je na 15. travnja 2022. na računima i novčanim sredstvima dužnika evidentirana blokada u trajanju od četiri dana zbog nepodmirenih osnova za plaćanje evidentiranih u Očevidniku redosljeda osnova za plaćanje, te da su nepodmirene obveze na taj dan iznosile ukupno 41.690.560,49 kn. Budući da je prijedlog podnesen 19. travnja 2022., na dan podnošenja prijedloga evidentirano je osam dana neprekinute blokade.

6. Slijedom navedenog, ovaj sud je na temelju članka 33. stavka 1. u vezi s člankom 4. SZ-a donio rješenje o otvaranju predstečajnoga postupka (točka I. izreke ovog rješenja).

7. Odluka iz točke II. izreke temelji se na članku 33. stavka 2. SZ-a. Izbor povjerenika obavljen je u skladu s člankom 84. stavka 1. u vezi s člankom 23. stavkom 3. SZ-a.

8. Odluke iz točaka od III. do V. te od IX. do XI. izreke rješenja temelje se na članku 34. stavku 1. SZ-a kojim je propisan obvezatan sadržaj rješenja o otvaranju predstečajnoga postupka.

9. Nadalje, odredbom članka 36. stavka 1. SZ-a propisan je obvezatan sadržaj prijave tražbine i određeno je da se prijava tražbine podnosi na propisanom obrascu te da se uz prijavu tražbine u prijepisu prilažu isprave iz kojih tražbina proizlazi, odnosno kojima se dokazuje.

10. Prema članku 38. stavku 1. SZ-a različni vjerovnici dužni su nadležnu jedinicu Financijske agencije u roku od 21 dana od dostave plana restrukturiranja obavijestiti o svojim različnim pravima, pravnoj osnovi razlučnoga prava i dijelu imovine dužnika na koji se njihovo različno pravo odnosi te dati izjavu odriču li se ili ne odriču prava na odvojeno namirenje, dok su prema članku 38. stavku 2. SZ-a izlučni vjerovnici dužni nadležnu jedinicu Financijske agencije u roku od 21 dana od dostave plana restrukturiranja obavijestiti o svojim pravima, pravnoj osnovi izlučnoga prava i dijelu imovine dužnika na koji se odnosi njihovo izlučno pravo. Razlučni i izlučni vjerovnici dužni su u obavijesti dati izjavu o pristanku ili uskrati pristanka odgode namirenja iz predmeta na koji se odnosi njihovo različno pravo, odnosno izdvajanja predmeta na koje se odnosi njihovo izlučno pravo radi provedbe plana restrukturiranja (članak 38. stavak 3. SZ). Obavijest iz članka 38. stavka 1. i 2. SZ-a i izjave iz stavka 3. podnose se na obrascu za prijavu tražbine vjerovnika u predstečajnom postupku.

11. Odluke iz točaka od VI. do VIII. izreke rješenja temelje se na članku 43. stavcima od 4. do 6. SZ-a kojima su propisane dužnosti Financijske agencije u predstečajnom postupku.

12. Odluke iz točke XII., XIII. i XIV. izreke rješenja temelji se na članku 34. stavku 3. SZ-a kojom je propisano da će rješenjem o otvaranju predstečajnoga postupka sud odrediti da se otvaranje predstečajnoga postupka upiše u registar u kojem je dužnik upisan i javne knjige, registre, upisnike i očevidnike u kojima je dužnik upisan kao nositelj nekoga prava.

U Zagrebu 27. travnja 2022.


Dokument je elektronički potpisan:

DANIJELA UZELAC  
LJUBIĆ

Vrijeme potpisivanja:  
27-04-2022  
11:16:24

DN:  
C=HR  
O=TRGOVAČKI SUD U ZAGREBU  
2.5.4.97=#130D48523337333838313838373732  
L=ZAGREB  
S=UZELAC LJUBIĆ  
G=DANIJELA  
CN=DANIJELA UZELAC LJUBIĆ

Sudac  
Danijela Uzelac Ljubić

 Ilijek: Protiv rješenja o otvaranju predstečajnoga postupka pravo na žalbu ima osoba ovlaštena za zastupanje dužnika po zakonu (članak 33. stavak 4. SZ-a). Žalba se podnosi ovom sudu u 2 primjerka za Visoki trgovački sud Republike Hrvatske u roku od 8 dana od dana dostave rješenja. Dostava se smatra obavljenom istekom osmoga dana od dana objave ovog rješenja na mrežnoj stranici eOglasna ploča suda (članak 12. stavak 1. SZ-a).

DNA:

- 1) dužniku po punomoćniku
- 2) FINA-i
- 3) povjereniku
- 4) sudskom registru – elektronski
- 5) eOglasna ploča
- 6) MUP RH, radi zabilježbe
- 7) zemljišnoknjižnim odjelima sudova iz izreke radi zabilježbe

Broj zapisa: **eb30b-0c0ba**

Kontrolni broj: **06c2a-5bdc4-32382**

Ovaj dokument je u digitalnom obliku elektronički potpisan sljedećim certifikatom:  
CN=DANIJELA UZELAC LJUBIĆ, L=ZAGREB, O=TRGOVAČKI SUD U ZAGREBU, C=HR

Vjerodostojnost dokumenta možete provjeriti na sljedećoj web adresi:

**<https://usluge.pravosudje.hr/provjera-vjerodostojnosti-dokumenta/>**



unosom gore navedenog broja zapisa i kontrolnog broja dokumenta.

Provjeru možete napraviti i skeniranjem QR koda. Sustav će u oba slučaja prikazati izvornik ovog dokumenta.

Ukoliko je ovaj dokument identičan prikazanom izvorniku u digitalnom obliku, **Trgovački sud u Zagrebu potvrđuje vjerodostojnost dokumenta.**

**BRODOSPLIT JSC,  
Put Supavla 21,  
21000 Split  
Croatia**

and

**ALPHATRON MARINE BV,  
Schaardijk 23,  
3063 NH Rotterdam,  
Haven 115 P.O. Box 21003 Rotterdam**

have executed on 29.06.2020. the following

**CONTRACT No. OW-491188**

**FOR PURCHASE AND SALE OF *navigation and radio communication equipment* FOR NB485**

**(hereinafter the Contract)**

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This Contract is made and entered into on this 29<sup>th</sup> day of June 2020 by and between

**BRODOSPLIT JSC**

a company organized and existing under the laws of Croatia,  
having its registered office at Put Supavla 21, 21000 Split, Croatia,  
EU VAT identification number: HR 18556905592,  
represented solely and independently by  
Tomislav Debeljak, President of the Management Board  
(hereinafter the Buyer)

and

**Alphatron Marine B.V.**

a company organized and existing under the laws of Netherlands,  
having its registered office at Rotterdam,  
EU VAT identification number: NL 009882789B01,  
represented solely and independently by  
Lucas Bernardus Vroombout, President  
(hereinafter the Seller)

The Buyer and the Seller hereinafter sometimes collectively referred to as the Parties or each individually as the Party.

In consideration of the mutual covenants herein contained the Parties hereto agree as follows:

**1 SCOPE OF THE CONTRACT**

**1.1** The Seller will manufacture, sell, and deliver, and the Buyer will purchase, accept and pay for in accordance with the terms and conditions as set out in this Contract the following Equipment:

NAVIGATION AND RADIO COMMUNICATION EQUIPMENT (hereinafter the Equipment)

**1.2** The Equipment is defined by this Contract and in more detail by the specification attached hereto as Exhibit A, quotation NL1-SQ-1903540-Rev3 dated 06.11.2019., which will, among other things, contain precise data regarding quality, quantity and data regarding weight of the Equipment and which forms an integral part of this Contract (hereinafter the Specification). In case of controversy between this Contract and the Specification the provisions of this Contract will prevail. The Parties mutually agree that "the Holland Marine Equipment sales conditions (June 2005)" aren't applicable to this Contract. The Parties mutually agree that the following provisions of the Specification aren't applicable to this Contract:

- provisions listed on page 7/46 as "Remarks" that read as follows: "Alphatron Marine reserves the right to propose a change of products if the described equipment is not

available at the delivery." and "The price stated in this quotation is based on the stated delivery and commissioning schedule. The customer has to inform Alphasatron Marine as soon as possible in case of any changes to this schedule in order to adapt deliveries and project services. In case customer fails to inform Alphasatron Marine, the customer will be responsible for extension of the warranty period."

- provisions listed on page 44/46 as "Remarks" which read as follows: "Alphasatron Marine remains the owner of any supplied equipment until the corresponding invoice is settled."

- provisions listed on page 45/46 as "Delay" which read as follows: "Alphasatron will invoice 2% of the contract price per 3 months delay in order to cover the cost of warranty outside the warranty period of the equipment and its manufacturer."

1.3 Except as otherwise provided in this Contract, the Seller shall provide all labour, materials and equipment required to manufacture the Equipment and fulfil the Buyer's request for delivery of technical documentation for the Equipment.

1.4 The Seller undertakes to manufacture and deliver without extra payment all the parts indispensable to the normal operation of the Equipment and which have not been expressly mentioned in the documentation under Paragraph 2 of this Article.

1.5 The Seller undertakes to carry out timely modifications to the Equipment without extra cost to ensure that the Equipment fulfils the Class Society standard.

1.6 Equipment has to be made according to the rules of the Classification Society (DNV GL, LR, BV...), instructions and guidelines of USCG, USPH and SOLAS and MED regulations.

## 2 TECHNICAL DOCUMENTATION

2.1 The Seller takes obligation to deliver to the Buyer the following documentation in the electronic (pdf & dwg) form for the Equipment after signing of this Contract. Dimensional drawings of all equipment with weights (six weeks after signing of this Contract). Block diagram with defined power supply & consumption (six weeks after signing of this Contract). GMDSS battery calculation (six weeks after signing of this Contract). Antenna plan/arrangement base on yard input (six weeks after signing of this Contract). Connection/termination drawings (twelve weeks after signing of this Contract). Received documentation shall be inspected and commented by the Buyer within 5 (five) working days upon its receipt. Without written acceptance of the Buyer obligation of the Seller to deliver the documentation shall not be deemed as completed. If the Buyer fails to give its written acceptance of the documentation to the Seller pursuant to the terms of this Article, then the documentation shall be deemed as accepted. The documentation shall be deemed delivered orderly and within a given time limit if the Buyer did not have justified subsequent remarks regarding completeness and content of the documentation.

2.2 The Seller will deliver to the Buyer, at the delivery of the Equipment, the following documentation:

- Four (4) sets of the instruction books in paper copy in English language (their latest version) and one (1) set in electronic (pdf) form. Three (3) copy sets in paper copy and one (1) set in electronic (pdf) form of Classification Society's certificates
- Conformity Statement
- Documentation required by the forwarder of the Equipment (original invoice, packing lists with the serial number and the year of production of delivered system elements, gages, weights...)
- All the remaining documentation stated in the Specification under Article 1.2 of this Contract

In order to avoid any doubt, the Seller acknowledges that the serial number of delivered elements of Equipment must be specified in the documentation from this Article, delivered together with the Equipment and in the delivery note or a document of a similar significance which is presented at the delivery of the Equipment. The Seller hereby undertakes, without exception, to provide in the documentation, delivered together with the Equipment, a serial number pursuant to which the Equipment can be clearly identified or distinguished from other equipment required for the construction of the new building 485 for which purpose it is purchased. The documentation that does not contain the serial number of the Equipment will not be considered as properly delivered and the Buyer is not obliged to accept it, in which case the provisions of Article 11 of this Contract shall apply.

2.3. The Seller warrants that the Equipment shall be manufactured in compliance with the "IMO Hong Kong International Convention for the Safe Environmentally Sound Recycling of Ships, 2009". As evidence of such compliance the Seller shall complete the "Material Declaration-IHM Statement of Compliance" in the form attached hereto as Exhibit D and deliver the same to the Buyer one (1) set filled & signed in paper form and (1) set filled & signed in electronic (pdf) form at the delivery of Equipment. As evidence of such compliance the Seller shall also complete the "Supplier's declaration of conformity (SDoC document)" in the form attached hereto as Exhibit D and deliver the same to the Buyer one (1) set filled & signed in paper form and (1) set filled & signed in electronic (pdf) form at the delivery of Equipment. If the Seller fails to comply with the aforementioned, this Contract shall be null and void and the Buyer shall have no liability under this Contract whatsoever.

2.4 The Seller is obliged to make changes to the documentation arising from obligations of the Seller under Articles 1.4 and 1.5 of this Contract.

### 3 INSPECTION DURING THE MANUFACTURE OF THE EQUIPMENT

3.1 The Buyer or its representatives, including a representative of the vessel's purchaser if so provided in the shipbuilding contract, will have the right to inspect any stage of

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manufacture of the Equipment during the entire manufacture period and may be present to all analyses and tests concerning the Equipment.

- 3.2 Costs and expenses of the inspection from Paragraph 1 of this Article performed in premises of the Seller shall be for the Seller's account and Buyer's costs of travel and accommodation for the aforementioned inspection shall be at the Buyer's account.
- 3.3 The Seller shall inform the Buyer at least 15 (fifteen) working days prior the commencement of the testing and/or trials of the Equipment and shall provide the Buyer with necessary testing programs in order to enable the timely inspection by the Buyer and/or its representatives.
- 3.4 Presence of the Buyer's representatives, their objections or their acceptance of the relevant raw material, material and/or work, will not affect the liability and the warranty obligations of the Seller arising under this Contract.
- 3.5 If the Seller fails to notify the Buyer as set out in Article 3.3 of this Contract it will compensate the Buyer for all damages and losses occurred to the Buyer due to such failure.

#### 4 DELIVERY AND TRANSFER OF OWNERSHIP

- 4.1 Delivery will take place according to parity CIP Split, Put Supavla 21, Croatia Incoterms 2010, unless agreed otherwise. The agreed delivery times of the Equipment are binding and fixed and are applicable to the entire delivery period following the date of signing of this Contract. The Seller cannot extend the agreed delivery time without prior written consent of the Buyer.
- 4.2 The Seller will deliver the Equipment on the following date(s):

Delivery of the Equipment on August 1st 2020.

- 4.3 At the time of actual delivery of the Equipment at the agreed delivery site (Split, Put Supavla 21) the Buyer shall compile a record on conditional receipt of the Equipment of which the copy shall be submitted to carrier or delivered to the Seller (hereinafter the Record on conditional receipt of the Equipment). The Equipment shall be deemed accepted after the execution of receipt control of the Equipment by the Buyer of which the Buyer has to compile a report on receipt control of the Equipment (hereinafter the Report on receipt control of the Equipment) within 15 (fifteen) working days after the delivery of the Record on conditional receipt of the Equipment to the carrier or to the Seller. The ownership and the risks with respect to the Equipment will transfer to the Buyer when the Buyer accepts the Equipment by issuing Report on receipt control of the Equipment. The Seller guarantees that full and unencumbered ownership will be transferred.



4.4 The Buyer reserves its right to extend the delivery dates set out in this Article if it would become necessary in order to accommodate its manufacture plans and shall advise the Seller in writing accordingly.

4.5 In the event of extension of the final delivery date as defined under Article 4.2. of this Contract, the Seller shall extend or renew the validity of the Refund Guarantee in accordance with such extension and submit extended or renewed Refund Guarantee to the Buyer no later than 30 (thirty) days before expiry of the validity period of the original Refund Guarantee.

## 5 TRANSPORTATION OF THE EQUIPMENT

5.1 Subject to the agreed parity Incoterms 2010 the Seller will, on its expense, and in accordance with the Buyer's or the Buyer's forwarders instructions, insure and transport the Equipment to the Buyer's address first written above if not otherwise agreed. The Equipment will be professionally fixed, marked and protected to prevent any damage of the Equipment during the transport.

5.2 The Seller will advise the Buyer in writing at least 14 (fourteen) business days before the planned delivery of the Equipment. If the Seller fails to notify the Buyer as before said it will compensate the Buyer all damages and losses arising thereunder.

## 6 INSPECTION OF THE EQUIPMENT

6.1 The Buyer is obliged within 15 (fifteen) working days after submitting the Record on conditional receipt of the Equipment to the carrier or delivering to the Seller to examine the Equipment in usual manner and in case of obvious defects of the Equipment and/or obvious defects of quality or non-compliance of the Equipment with the Specification to notify the Seller about it within the Report on receipt control of the Equipment.

6.2 After the Buyer's acceptance of the Equipment, if the Buyer discovers that the Equipment has a defect not discoverable by examination in a usual manner, the Buyer is obliged to notify the Seller about it within 8 (eight) working days after discovery of such defects or non-compliance of the Equipment with the Specification.

6.3 The Seller will accept for return and replacement, credit (at invoiced cost plus the freight cost from the Seller's manufacturing facility to the Buyer or the Buyer's customer(s) to the place of delivery) or repair of the Equipment sold to the Buyer under this Contract which does not conform with the warranties set forth in this Contract and for which proper complaint has been given in accordance with previous Paragraph. The Seller will assume the risk of loss in transit associated with such returns.

6.4 The Seller shall correct all deficiencies within 30 (thirty) days of such determination and bear all costs necessary to replace or repair non-conforming Equipment.

6.5 If the Seller fails to meet its obligations in accordance with this Article, the Buyer will have right to, with or without the assistance of third-parties appointed by the Buyer, repair or replace the Equipment at the expense of the Seller. The Seller will compensate the Buyer within 15 (fifteen) days from the date of issuing the invoice all costs necessary to repair or replace non-conforming Equipment carried out by the Buyer with or without assistance of third-parties.

## 7 PURCHASE PRICE

7.1 The Buyer agrees to pay the Seller and the Seller agrees to accept, as full payment for the Equipment sold and delivered to the Buyer under this Contract, the following price:

EUR 512.717,00 (hereinafter the Contract Price)

7.2 The Contract Price is fixed and can be changed only by written agreement of the Parties.

## 8 TERMS OF PAYMENT

8.1 The Buyer will pay to the Seller the Contract Price as follows:

1<sup>st</sup> instalment of 10% of the Contract Price the Buyer shall pay within 10 days after the date of this Contract but not before the Buyer's receipt of a Refund guarantee (for 1<sup>st</sup> instalment) provided by the Seller in the aggregate amount of 10% of the Contract price in form and substance as per Exhibit B and pursuant to Article 9.1 of this Contract and issued by a bank acceptable to the Buyer.

2<sup>nd</sup> instalment of 10 % of the Contract Price the Buyer shall pay within 20 days after the date of this Contract but not before the Buyer's receipt of a Refund guarantee (for 2<sup>nd</sup> instalment) provided by the Seller in the aggregate amount of 10% of the Contract price in form and substance as per Exhibit B and pursuant to Article 9.1 of this Contract and issued by a bank acceptable to the Buyer.

3<sup>rd</sup> installment of 70% of the Contract Price the Buyer shall pay prior to the agreed shipment date from the warehouse of the Seller, but not before the Buyer's receipt of a Refund guarantee (for 3<sup>rd</sup> instalment) provided by the Seller in the aggregate amount of 70% of the Contract price in form and substance as per Exhibit B and pursuant to Article 9.1 of this Contract and issued by a bank acceptable to the Buyer. The Refund Guarantee will be issued as soon as the shipment date is agreed upon, and it should be agreed upon at least 14 days before shipment and with respect to the final delivery date defined in the Article 4.2 of this Contract. The Refund Guarantee for 3<sup>rd</sup> instalment will expire 45 days after agreed shipment date.

(1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> instalment hereinafter referred to as the Advance Payment)



4<sup>th</sup> instalment of 10% of the Contract Price the Buyer shall pay after the Equipment is accepted by the Buyer pursuant to Article 4 and upon the Equipment has been put into function and upon commissioning of the Equipment has been done successfully, but not before the Buyer's receipt of the warranty bank guarantee as per Exhibit C of this Contract and and pursuant to Article 9.2 of this Contract.

8.2 Invoice issued by the Seller must contain the total value of the Equipment, and any payable VAT, the description of the Equipment, the quantity, Seller's bank details, the date of the delivery, the name of this Contract and the date of signing of this Contract, the country of origin of the Equipment, the VAT number of the Seller and of the Buyer and the Seller's shipment number.

8.3 All payments under this Contract made by the Buyer to the Seller or by the Seller to the Buyer will be made in EURO.

## 9 SECURITIES

### 9.1 Refund Guarantee

9.1.1 As a security for refund of the Advance Payment, the Seller will in favor of the Buyer issue an unconditional and irrevocable bank guarantee payable on first written demand of the Buyer without cavil or argument issued by the bank acceptable to the Buyer in form and substance as per Exhibit B to this Contract (hereinafter the Refund Guarantee) in the full amount of the Advance Payment (one Refund Guarantee covering 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> instalment, or three separate Refund Guarantees one for each instalment) plus interest thereon at the rate of 6% (six percent) *per annum* from the date when the Seller received the Advance Payment until the date of the payment under this Refund Guarantee to the Buyer. The Refund Guarantee will be submitted to the Buyer before the Advance Payment which the refund is securing. The Refund Guarantee must be valid at least 45 (days) days after shipment date.

9.1.2 The Buyer is entitled to activate the Refund Guarantee in case

- a) The Seller breaches any of provisions in this Contract;
- b) The Contract is terminated due to Seller's fault or by the Seller himself

and if the Seller does not refund Advance payment to the Buyer within 7 (seven) days following Buyer's demand for payment. Buyer's demand for refund of the Advance payment shall be in a form of registered letter. If there is less than 25 (twenty five) days left to expiration of the validity of the Refund Guarantee, the Buyer is entitled to activate the Refund Guarantee immediately without sending any prior written request to the Seller.



## 9.2 Warranty Guarantee

- 9.2.1 As security for its performance of its guarantee obligations as described under Article 10 of this Contract, the Seller will in favor of the Buyer issue an unconditional and irrevocable bank guarantee payable on first written demand of the Buyer without cavil or argument issued by the bank acceptable to the Buyer in form and substance as per Exhibit C (hereinafter Warranty Guarantee). Warranty guarantee shall be submitted to the Buyer in accordance with the Article 8.1 of this Contract and will be issued for the amount equivalent to 10% (ten percent) of the Contract Price.
- 9.2.2 In the event warranty period is extended in accordance with Article 10.9 of this Contract, the Seller shall extend of the Warranty Guarantee in accordance with such extension and submit extended Warranty Guarantee to the Buyer no later than 30 (thirty) days before expiry of the validity period of the original Warranty Guarantee. In case the Seller fails to comply with the provisions of this Paragraph, the Buyer shall have the right to activate the original Warranty Guarantee.
- 9.2.3 If the Seller fails to meet its guarantee obligations as described under Article 10 of this Contract, the Buyer is entitled to activate the Warranty Guarantee.

## 10 WARRANTY FOR THE EQUIPMENT

- 10.1 The Seller, as manufacturer of the Equipment, is liable for any material defects, performance of the Equipment and/or lack of manufacture of the Equipment, which specifically includes defects caused by raw material and/or inadequate manufacturing process and/or workmanship. The Seller further warrants compliance of the Equipment with the Specification and other technical requirement under the Contract (if any) and/or requirements of the Classification society (if any) or any other body which is to certify or approve the Equipment (if any).
- 10.2 The Seller warrants, that the Equipment sold hereunder will substantially conform to the applicable specifications and will be free from defects in raw material and workmanship, from the date of the delivery to the Buyer.
- 10.3 The Seller also guarantees that the Equipment is suitable for their intended purpose and delivered with detailed instructions for storage and preventative maintenance to enable the Buyer to use the Equipment for their intended purpose.
- 10.4 Warranty period lasts 12 (twelve) calendar months after the delivery of the vessel to the final customer or 24 (twenty four) calendar months after the day of compiling the Report on receipt control of the Equipment -depending on which period elapses first, starting from the day of compiling , Report on receipt control of the Equipment.

11

12

- 10.5 If during the warranty period it is determined that the Equipment does not meet the provisions of the previous Paragraphs of this Article, the Seller will be obliged, within the reasonable time period given by the Buyer, but not later than 15 (fifteen) days after the first request of the Buyer and to be decided at the discretion of the Seller, to replace or repair the Equipment, without prejudice to the other rights of the Buyer provided in this Contract, as well as the Buyer's right to seek compensation for damages due to defect of the Equipment. Seller's liability under this Contract shall be limited up to the amount of 100% of the Contract Price.
- 10.6 The warranty obligations include repair and/or replacement of the Equipment and labor costs as well as accommodation and travel costs. The Seller will cover all transportation costs related to repair or replace of the Equipment within the 100km radius from Seller's subsidiary in Netherlands (counting from the Seller's subsidiary in Netherlands, closest where the repair or replacement is to take place), and all transportation costs related to first 2 (two) roundtrips related to repair or replacement of the Equipment outside the 100km radius from Seller's subsidiary in Netherlands. In case transportation costs shall be borne by the Buyer, the Seller shall obtain prior written approval of the Buyer for each such cost.
- 10.7 The Buyer or its representative will inform the Seller in writing within 30 (thirty) working days after discovery of any defect in the Equipment that need to be repaired or replaced and will describe the same.
- 10.8 If the Seller fails to meet its guarantee obligations, the Buyer will have the right to, with or without the assistance of third-parties appointed by the Buyer, replace or repair the Equipment at the expense of the Seller. The Seller will compensate the Buyer within 15 (fifteen) days after the date of issuing the invoice all cost necessary to replace or repair non-conforming Equipment carried out by the Buyer with or without assistance of third-parties.
- 10.9 For repaired or replaced parts of the Equipment the Seller shall provide additional warranty in the period of further 6 (six) months, however not shorter than 12 (twelve) months and not longer than 18 (eighteen) months from the date of delivery of the vessel as set out in Article 10.4 of this Contract.



## 11 CONTRACTUAL PENALTY

11.1 The Seller will pay to the Buyer contractual penalty in accordance with this Article if it is late with performance of its obligations under Contract.

11.1.1 If the Seller does not deliver the Equipment and/or documentation on delivery dates set out in this Contract the Seller will pay to the Buyer contractual penalty in the amount equivalent to 0.2 % (zero point two) of the Contract Price for each started day of such a delay.

11.2 In case that delay in delivery of the documentation will be more than 30 (thirty) days after the delivery dates defined in Article 2.1 of this Contract the Buyer will have right to terminate this Contract.

11.3 In case that delay in delivery of the Equipment is more than 30 (thirty) days the Buyer will have a right to terminate this Contract regarding to the remaining part of the Equipment non-delivered and claim damages caused thereby including refund of any part of any instalment of the Contract Price paid by the Buyer pertaining to not-delivered part of the Equipment.

11.4 In case that the Buyer has terminated the Contract as defined in this Article the Seller shall on Buyer's demand refund any part of any instalment of the Contract Price paid by the Buyer to the Seller before the termination of the Contract pertaining to not-delivered part of the Equipment, together with any interest thereon at rate of 6% (six percent) accrued in the period from the date when such instalments were paid until the refund of the same by the Seller.

11.5 In the event of force majeure any delivery date may be extended for a period of time equivalent to the duration of force majeure event affecting the performance of the Contract by the party claiming force majeure subject to Article 12 of this Contract.

11.6 If the damages or loss suffered by the Buyer will exceed the amount of the contractual penalty the Buyer will be entitled to claim the difference between the accumulated contractual penalty and the amount of actual damage. Seller's liability under this Contract shall be limited up to the amount of 100% of the Contract Price.

## 12 FORCE MAJEURE

12.1 Pursuant to Croatian applicable law and practice, events occurred after signing of this Contract such as war, civil commotion, mobilization, governmental requisitions, fire, floods, earthquakes, and other similar events which could not be foreseen at the moment when this Contract has been made and are fully out of control of the Parties are considered as force majeure. Lack of Seller's working force or of materials or financing, delay of subcontractors or suppliers of the Seller or strike of its, or its subcontractors' or suppliers' employees will not be deemed as force majeure. The delivery dates as

mentioned in the Milestone planning for provision of engineering's documents, performing installation activities, and/or delivery of products shall be postponed by any period of time Alphasatron requires due to delays incurred by supplier delays in delivery, travel restrictions as a consequence of the Coronavirus pandemic declared by the World Health Organization on 11 March 2020. Alphasatron shall use reasonable endeavours to mitigate the impact of any such delay.

12.2 If either Party requests to extend the delivery dates under this Contract due to any of the above indicated force majeure events, it shall notify the other Party immediately or, at the latest, within 5(five) days (by telefax or e-mail) on both the commencement and termination of the force majeure event(s) setting out the details of such force majeure event(s) which the other Party shall be entitled to reject if such request is proved to be unreasonable.

12.3 In the event that the period of force majeure exceeds 3 (three) months, the Buyer shall have the right to terminate this Contract.

### 13 GOVERNING LAW AND JURISDICTIONS

13.1 The Parties agree that all disputes arising in relation to this Contract shall be resolved amicably.

13.2 The Parties agree that all disputes arising from this Contract, including disputes which refer to questions of their valid creation and/or breach and/or termination, as well as legal effects which arise from it, shall be finally resolved in an adequate procedure before a subject-matter competent court in Split, and all of it by application of the current Croatian law with the exclusion of the application of any collision rules.



### 14 MODIFICATION AND ASSIGNMENT OF THE CONTRACT

14.1 Any amendment or assignment of this Contract shall be made in writing by agreement of the both Parties. No amendments of this Contract shall be valid and/or binding if they are not made in written form.

### 15 SALVATORY CLAUSE

15.1 The Parties agree that if any of the provisions of this Contract would be null or void, such provision shall have no effect on the validity of other provisions of this Contract.

15.2 The Parties agree to replace the null or void provision of this Contract, with a valid provision closest as possible to the economic purpose of the null or void provision and this entire Contract.



## 16 INSTALLATION AND COMMISSIONING OF THE EQUIPMENT

- 16.1 For the purpose of installing the Equipment in the vessel and supervision thereof, putting the Equipment into operation and final commissioning of the Equipment, delivery of the Equipment to the vessels purchaser and submission of the Equipment to the Classification Society for their approval, the Seller will put at the disposal of the Buyer, free of charge, their first class service engineer in two visits, in the total duration of 40 working days for checking installation/commissioning and two visits, in the total duration of 10 working days for sea trials.
- 16.2 All travel and accommodation costs of the service engineer shall be for the Seller's account. The time spent on travelling shall not be calculated into working days from previous paragraph.
- 16.3 During his stay the service engineer will, without extra costs for the Buyer, carry out necessary repairs and/or adjustments of the Equipment, if necessary, and shall train the Buyer's relevant personnel how to operate and maintain the Equipment successfully.
- 16.4 Labour assistance from the Buyer's yard will be available free of charge in accordance with the Buyer's practice and standards related to the equipment of the same kind as the Equipment when reasonably requested up to the extent of the Buyer's standard practice. Any work required to be performed by the Buyer's workers in excess of such standard practice shall be charged to the Seller in accordance with the Buyer's standard prices after agreed upon mutually by both parties.
- 16.5 If there would be necessary to prolong the stay of the Seller's service engineer due to omissions on his side and/or on side of the Seller any such additional expenses shall be for the Seller's account. The Seller understands that some delay during the construction period before sea trial is possible. If such a delay occurs during the stay of the Seller's engineer where it is not possible to work and is necessary to prolong the stay of the Seller's engineer due to reasons caused by the Buyer and that are beyond Seller's influence and is communicated as such, Seller will be entitled to charge EUR 795,00 per engineer per day of waiting time caused by such delay plus accommodation costs arising from such delay. However, if such delay was caused by reasons beyond the influence of the Buyer and/or reasons of Force Majeure as defined in Article 12 of the Contract, the Seller will only be entitled to charge EUR 500,00 per engineer per day of waiting time caused by such delay and full accommodations costs arising from such delay.
- 16.6 In case of the prolonged stay due to the Buyer's requests the price of service engineer's working day (of 10 (ten) hours) will be EUR 895,00.
- 16.7 Upon completion of the Seller's service engineer's work the Parties shall execute the minutes thereof signed by their representatives.





## **17 MUTUAL PROTECTION OF CLASSIFIED INFORMATION AND OBLIGATION TOWARDS THE END USER**

- 17.1 The Seller takes note that the Buyer as the vessel shipbuilder has entered into an agreement of mutual cooperation and long-term maintenance of the vessel with the end-purchaser of the vessel.
- 17.2 Therefore, the Buyer is both authorized and responsible for all service and maintenance of the vessel.
- 17.3 The Seller takes note that the Buyer is the author of all projects, calculations and technical details related to the specified type of vessel.
- 17.4 The Seller undertakes to sell to the Buyer all spare parts, necessary for the proper functioning of the Equipment and provide services equivalent to those set out in Article 16 of this Contract as and when required by the Buyer at any time during the period of 10 (ten) years hereafter.
- 17.5 The Seller undertakes to sell all above mentioned spare parts and services to the Buyer for a price maximally 30% (thirty percent) more than the production cost of each spare part or service and minimally 10% (ten percent) less than the market price of the Seller's spare part or service applied at the time of order.

## **18 GENERAL**

- 18.1 All agreements achieved and correspondence exchanged between the Seller and the Buyer before entering this Contract into force that do not specifically form a part of this Contract shall have no legal effect between the Parties.
- 18.2 This Contract contains the entire agreement between the Parties hereto.

## **19 ENTERING INTO FORCE**

- 19.1 The Parties hereby state that they are familiar with the rights and obligations arising from this Contract, and that they accept these same rights and obligations by concluding this Contract.
- 19.2 The Parties agree that this Contract shall be considered concluded at the moment the Contract is signed by the Parties i.e. authorised persons for representation by both Parties, and when the same Contract is certified by seal/seals of Parties (hereinafter the Effective Date).



**20 NUMBER OF ORIGINALS OF THIS CONTRACT**

**20.1** This Contract has been made in 2 (two) identical originals of which the Seller and the Buyer to receive 1 (one) original each.

**BUYER:**

\_\_\_\_\_  
By: Tomislav Dezeljak

Title: President of the Management Board

Date: \_\_\_\_\_

**SELLER:**

\_\_\_\_\_  
By: L.B. Vroombout

Title: President Alphonatron Marine Group

Date: 1-7-20

Enclosure:

Exhibit A

Exhibit B

Exhibit C

Exhibit D

*[Handwritten signature]*

Yard-485  
OW-491188

**BRODOSPLIT JSC.**

Put Supavla 21,  
21000 Split  
(hereinafter: „the Buyer“)

and

**ALPHATRON MARINE BV**

Schaardijk 23,  
3063 NH Rotterdam  
(hereinafter: „the Seller“)

Have executed on 27.08.2020. the following

**ANNEX No.1**

**CONTRACT OF PURCHASING Navigation and radiocommunication YARD 485 No. OW-491188.**

Contract no. OW-491188 of 29.06.2020. for delivery Navigation and radiocommunication, yard 485. Due to modifications in technical specification for Navigation and radiocommunication the scope of supply is changing as follows:

**Article 1.**

**SCOPE OF CONTRACT**

Due to modifications in technical specification and your mail quotation NL1-SQ-1903540-REV4 dated 26.08.2020. the following items are added:

1 Alphachart Conning Station (MFD)	12.200,00 EUR
Rev. 4, page 38, Conning station	

the following items from main Order No. OW-491188 are cancelling:

417-472 Weather facsimile	-2.230,00 EUR
Page 23, Weather facs.	

Yard-485  
OW-491188

**Article 5.**

**PRICE**

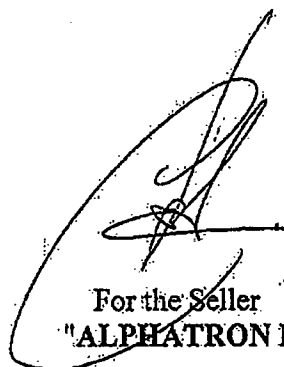
The price is changing as follows:


Change for NB 485:	Cancelling goods	-2.230,00	EUR
	Added goods	+12.200,00	EUR

**Total agreed price is:** 522.687,00 EUR

All other conditions stated in Order No. OW-491188 of 29.06.2020. remain unchanged.

This Annex is made in one (1) identical copy in English language.

  
For the Seller  
"ALPHATRON MARINE BV"

For the Buyer  
"BRODOSPLIT JSC"  




Yard-485  
OW-491188

**BRODOSPLIT JSC.**  
Put Supavla 21,  
21000 Split  
(hereinafter: „the Buyer“)

and

**ALPHATRON MARINE BV**  
Schaardijk 23,  
3063 NH Rotterdam  
(hereinafter: „the Seller“)

Have executed on 27.08.2020. the following

### ANNEX No.3

**CONTRACT OF PURCHASING Navigation and radiocommunication YARD 485 No. OW-491188**

Contract no. OW-491188 of 29.06.2020. for delivery Navigation and radiocommunication, yard 485. Due to modifications in technical specification for Navigation and radiocommunication the scope of supply is changing as follows:

#### 1. SCOPE OF THE CONTRACT

#### SCOPE OF CONTRACT

Due to modifications in technical specification and your mail quotation NL1-SQ-2103200- dated 22-4-2021. the following items are added:

No.	Description	Quantity	Unit Price	Disc.	Amount
G-006490	Cable LSZH COAX LMR LW-400; 50Ohm, AIS-01	30 M	9,00		270,00
G-006490	Cable LSZH COAX LMR LW-400; 50Ohm, GMDSS-14	30 M	9,00		270,00
G-006490	Cable LSZH COAX LMR LW-400; 50Ohm, GMDSS-13	30 M	9,00		270,00
G-006490	Cable LSZH COAX LMR LW-400; 50Ohm, GMDSS-12	30 M	9,00		270,00
G-006490	Cable LSZH COAX LMR LW-400; 50Ohm, GMDSS-11	30 M	9,00		270,00
G-006490	Cable LSZH COAX LMR LW-400; 50Ohm, NX-01	60 M	9,00		540,00
G-005261	Cable LSZH RG214U 50Ohm NX-01	40 M	4,50		-180,00
G-006490	Cable LSZH COAX LMR LW-400; 50Ohm, FBB1-01	50 M	9,00	20,00 %	360,00
G-006490	Cable LSZH COAX LMR LW-400; 50Ohm, FBB2-01	50 M	9,00	20,00 %	360,00
G-004286	Coax Connector N-Type M LMR-400 50 Ohm crimp	16 PC(S)	22,00		352,00
QUOTE-ITEM	Engineering/project management	2 PC(S)	85,00		170,00
M-000069	Shipment from AM to Client	1 PC(S)	350,00		350,00
Total EUR					3.302,00

Yard-485  
OW-491188

#### 4. DELIVERY AND TRANSFER OF OWNERSHIP

4.1. Delivery will take place according to parity DAP Split, Put Supavla 21, Croatia Incoterms 2010, unless agreed otherwise.

4.2. The Seller will deliver the Equipment after the signing the Annex.3

#### 7. PURCHASE PRICE

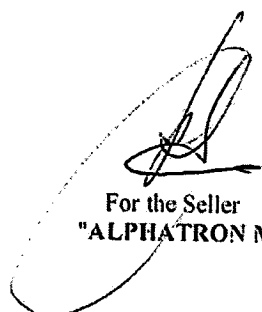
The price is changing as follows:

Contract price per Annex 1	522.687,00	EUR
Annex3. change	+3.302,00	EUR
Total Contract price including Annex 3	525.989,00	EUR


The payment of amount 3.302,00 Eur of Annex 3. will be paid 30 days from Invoice date.

All other conditions stated in Contract No. OW-491188 remain unchanged.

This Annex is made in one (1) identical copy in English language.



For the Seller  
"ALPHATRON MARINE BV"



For the Buyer  
"BRODOSPLIT JSC"

Alphatron Marine B.V. having its registered office at Rotterdam, EU VAT identification number: NL 009882789B01, represented solely and independently by Lucas Bernardus Vroombout, President (hereinafter the Seller)

and

DIV GROUP Ltd., having its registered seat at Samobor, Bobovica 10/A, Croatia, EU VAT identification number: HR 33890755814 represented solely and independently by Tomislav Debeljak, President of the Management Board (hereinafter the New Buyer)

are entering into this

**ANNEX No. 4**  
**to the CONTRACT No. OW-491188**  
**FOR PURCHASE AND SALE OF *navigation and radio communication equipment* FOR NB485**  
**(hereinafter Annex)**

WHEREAS, the Buyer and the Seller have entered on 1<sup>st</sup> of July 2020 into CONTRACT No. OW-491188 FOR PURCHASE AND SALE OF NAVIGATION AND RADIO COMMUNICATION EQUIPMENT FOR NB485 amended with Annex no. 1 from 27<sup>th</sup> of August 2020 and Annex no. 2 from 14<sup>th</sup> of April 2021. and Annex no. 3 from 14<sup>th</sup> of June 2021 and Novation to the Contract from 17<sup>th</sup> of November (hereinafter the Contract)

By this Annex the Contract it is changed:

**1. Scope of the Contract**

Due to modification in technical specification and the Seller's offer no. NL1-SQ-2107789 dated the following items are added:

- Wago ethernet module 750-882 – 1 pc
- Wago Analog input Module 750-476 – 1 pc
- Wago End Module 750-600 – 1 pc

**4. Delivery**

The Seller is obliged to deliver the items of this Annex latest on 01.02.2022. DAP Split, Croatia.

**7. Purchase price**

The price has been changed as follows:

- |   |                |
|---|----------------|
| - Total Contract price as per Annex no. 3:  | 525.989,00 EUR |
| - The price of items in Article 1 of this Annex no. 4 including transport costs DAP Split, engineering and commissioning: | 2.419,00 EUR   |
| - Total Contract price including Annex no. 4  | 528.408,00 EUR |

#### 8. Terms of Payment

The amount of 2.419,00 EUR of this Annex no. 4 will be included and paid with the last instalment of the Contract after putting into operation and commissioning of the Equipment.

This Annex is made in 2 (two) identical copies, 1 (one) copy for each side.

For the NEW BUYER  
(DIV GROUP Ltd)

Date: 16.12.2021

For the SELLER  
(ALPHATRON MARINE B.V.)

Date: 15-12-2021





# Invoice

**Invoice Address:**

DIV Group Ltd.  
Antonija Ajduk  
Bobovica 10A  
Velimira Škorpika 11b  
Samobor , 10430  
CROATIA

<b>Invoice No.</b>	<b>NL1-SI-2121331</b>	<b>Vessel</b>	<b>Janssonius</b>
Customer No.	NL01-CU0007409	Vessel ID	9896191
Document Date	23-11-2021	Payment Terms	30 days after invoice date
Due Date	23-12-2021	Shipment Conditions	
Accountmanager	Anton Koelewijn	Your Reference	
		Your Document No.	OW-491188
VAT Registration No.	HR33890755814	Order No.	NL1J200554

No.	Description	Quantity	Unit Price	Amount
	Herewith we charge you before delivery. Equipment is conform packing list WHS-2012013.			
	Contract No.: OW-491188			
		1	525.989,00	525.989,00
			<b>Subtotal</b>	<b>525.989,00</b>
			0 % VAT	0,00
			<b>Total EUR Incl. VAT</b>	<b>525.989,00</b>

**VAT Clause**

**VAT Identifier**

BTW 21%	Intracommunity supply: art 138,1 VAT Directive 2006/112	0,00
---------	--	------

8 € 55.570,70

Any complaints with respect to invoicing must be submitted in writing within 14 days after date of invoicing.

To all our offers, agreements and deliveries the Holland Marine Equipment sales conditions for sub-contractors apply. Please refer to [www.maritimetechnology.nl](http://www.maritimetechnology.nl) for these conditions; a copy will be provided upon request.

ALPHATRON MARINE B.V.	Website	<a href="http://www.alphatronmarine.com">www.alphatronmarine.com</a>	Bank	Rabobank
Schaardijk 23	Phone	+31 (0)10 4534000	IBAN	NL24RABO0381829065
3063 NH ROTTERDAM	CoC No.	24182635	SWIFT	RABONL2U
NETHERLANDS	VAT No.	NL009882789B01		



# Invoice

**Invoice Address:**

DIV Group Ltd.  
Antonija Ajduk  
Bobovica 10A  
Velimira Škorpika 11b  
Samobor , 10430  
CROATIA

<b>Invoice No.</b>	<b>NL1-SI-2123112</b>	<b>Vessel</b>	<b>Janssonius</b>
Customer No.	NL01-CU0007409	Vessel ID	9896191
Document Date	16-12-2021	Payment Terms	30 days after invoice date
Due Date	15-1-2022	Shipment Conditions	
Accountmanager	Anton Koelewijn	Your Reference	
Handled by	Theo Booij	Your Document No.	OW-491188 ANNEX 4
VAT Registration No.	HR33890755814	Order No.	NL1J200554

No.	Description	Quantity	Unit Price	Amount
	Herewith we charge you after delivery of the Wago modules.			
	Contract No.: OW-491188 - Annex no. 4			
		1	2.419,00	2.419,00
			<b>Subtotal</b>	<b>2.419,00</b>
			0 % VAT	0,00
			<b>Total EUR Incl. VAT</b>	<b>2.419,00</b>
	<b>VAT Clause</b>			
	<b>VAT Identifier</b>			
	BTW 21%	Intracommunity supply: art 138,1 VAT Directive 2006/112		0,00

**Any complaints with respect to invoicing must be submitted in writing within 14 days after date of invoicing.**

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Page 1 / 1

ALPHATRON MARINE B.V.	Website	<a href="http://www.alphatronmarine.com">www.alphatronmarine.com</a>	Bank	Rabobank
Schaardijk 23	Phone	+31 (0)10 4534000	IBAN	NL24RABO0381829065
3063 NH ROTTERDAM	CoC No.	24182635	SWIFT	RABONL2U
NETHERLANDS	VAT No.	NL009882789B01		



if undeliverable: Postbus 21003, 3001AA ROTTERDAM THE NETHERLAND

**R** Registered/recommandé



RM 666 278 516 NL

5:

Financijska Agencija  
Financijska Agencija  
Ulica Grada Vukovara 70  
10000 ZAGREB  
CROATIA

Ref:

**FINANCIJSKA AGENCIJA**  
ODSJEK ZA PRIJEM, EVIDENTIRANJE  
I POHRANU OSNOVA ZA PLAĆANJE  
ZAGREB 2

**03-06-2022**

PREDSTEČAJNE NAGODBE  
PRIMANJE I OTPREMA POSTE

KLASA:

UR. BROJ:

**.PHATRON**