

Electrolux d.o.o., with its registered office at Slavonska avenija 6A, 10000 Zagreb company VAT.ID: HR66577083673, (hereinafter referred to as "**Customer**"), represented by Mr. Slaven Matijević, General Manager Adriatic and Ines Deščak Business Controller Adriatic

And

Majstor kuhar njam njam d.o.o. Samoborska cesta 134, 10 090 Zagreb, Croatia, VAT.ID: HR67173622784, represented by Sabina Jalšić, Director, (hereinafter referred to as: "**Service Provider**"),

(the Customer and the Service Provider together only as "**Parties**" and independently as a "**Party**")

hereby enter, into the following

AGREEMENT ON MUTUAL COOPERATION

(herein after referred to as the "**Agreement**")

WHEREAS:

A/ Between Electrolux and Majstor Kuhar Njam Njam, the Parties agreed that Service Provider will provide) 15 events (food demos, product trainings, cooking shows as agreed) and X-mas Party in Croatia according to Customer directives to promote the Electrolux trademarks produced by the Customer; (Individual prices and list of the mentioned services described in Annex 1 of This Agreement)

B/ The Customer will deliver the Products for the Service Provider and further use some of these appliances by the Service Provider;

1. SUBJECT AND PURPOSE OF THE AGREEMENT

1.1. Subject of the Agreement

The subject of this Agreement is the undertaking of the Customer to deliver the following:

A. Major appliances products:

Oven SousVide - EOB9956XAX x 1pcs

Oven Full Steam - EOB8757ZOZ x 1pcs

Plus Steam oven - EOC6851DAX x 1pcs

Induction hob - EHH9967FOZ x 2pcs

Domino Induction hob - EHH3920BVK x 6pcs

Double fridge EAL6240AOU x 1pcs

Fridge / freezer - EN3790MFX x 1pcs

Wine cooler - ERW1170AO x 1 pcs

Microwave - EMS26204OX x 1 pcs

ComfortLift dishwasher – ESL7845RA x 1 pcs

In total net amount of **78.084 kn**

B. Small appliances products:

Kitchen Assistant – EKM4610 x 1 pcs

Kitchen Assistant – EKM5540 x 1 pcs

Štapni mikser - ESTM7500S x 8 pcs

Blender - E7TB1-8SSM x 8 pcs

Kuhalo za vodu - EEWA5300 x 1 pcs

Ručni mikser – EHM3300 x 2 pcs

In total net amount of **28.729 kn**

(herein under defined only as "**Products**") to the Service Provider by 31.01.2019. latest

1.2 The purpose of this Agreement

The purpose of this Agreement is also the undertaking of the Service Provider to provide between 01/01/2019 and 31/12/2019 the Services:

15 events (food demos, product trainings, cooking shows) and X-mas Party in Croatia according to Customer directives held by Electrolux & Majstor Kuhar Njam Njam with one or two chefs, for maximum 12 hours on location of Majstor Kuhar Njam Njam coolinary academy, (hereinafter the "**Services**") under the conditions defined in this Agreement, in total net amount of 78.084 kn + 28.729 kn.

2. OWNERSHIP OF PRODUCTS - EMA

Ownership EMA

The delivered Products remains in the ownership of the Customer. The Service Provider is obliged to return the Products to the Customer any time upon its request and the Customer is entitled to enter the premises of the Service Provider to control the condition of the Products and to take it over from the Service Provider in case the Service Provider did not return the Products upon the request of the Customer.

Products will be loaned to the Service Provider and replaced periodically with new models of the same kind of Products.

Transfer of the risk of damage to the Products

The risk of damage to the Products shall be transferred to the Service Provider upon takeover of the Products by the Service Provider from the Customer.

The Service Provider shall be entitled to use the Products provided by the Customer predominantly for the events held by the Customer. The Service Provider shall be permitted to use the Products for other purposes only with the prior written consent of the Customer. The Service Provider shall make the Products delivered into its possession available to the Customer at times agreed upon by the parties, e.g. for the purposes of holding demonstrations, testing, etc. The Customer shall provide for transportation of the Products and from the Service Provider at its own expense.

3. OBLIGATIONS OF THE SERVICE PROVIDER

The Service Provider is obliged to:

- (a) ensure a clean location and adequate power supply;
- (b) provide 1 – 2 person from **MAJSTOR KUCHAR NJAM NJAM** to facilitate the conducting of each event;
- (c) provide water and coffee with unlimited consumption
- (d) supply all necessary plates, cups, utensils, and pots and pans, and to wash these upon the conclusion of the event;
- (e) insure all Equipment used in the course of the event
- (f) provide all raw ingredients, agreed with Customer, for extra charge
- (g) to promote ELECTROLUX Appliances

4. OBLIGATIONS OF THE CUSTOMER

The Customer is obliged to deliver Products to the following destination Zagreb, Samoborska cesta 134 and ensure that Products delivered to the Service Provider are properly labeled and that the prescribed documents were handed over to the Service Provider.

The Customer shall procure all raw ingredients used to prepare foods for the event at its own expense;

5. CONTRACTUAL PENALTY

Breach of the obligations of the Service Provider

If the Service Provider fails to perform any of its obligations under this Agreement, shall pay to the Customer a contractual penalty in the amount of 1.000,00 kuna for each day of delay.

In case that Customer announce event and after that Customer cancel the event, Service provider may count that event was held (one of free term /event/ was used).

This does not affect any claim of the Customer for damages and the right to withdraw from this Agreement.

6. THE RISK OF DAMAGE TO THE PRODUCTS AND THE WAY OF THE USE OF THE PRODUCTS

The risk of damage to the Products shall be transferred to the Service Provider upon takeover of the Products by the Service Provider from the Customer.

With regard to liability for damages, the Service Provider shall be obliged to insure the Products against all reasonable loss events for the duration of this contract.

7. FINAL PROVISIONS

Effectiveness

This Agreement shall come into force and effect on the date on which both Parties attach their signatures hereunto.

Confidentiality

This Agreement, and any and all information and documents associated with it, is confidential. Neither of the Parties may disclose any information obtained in the progression of this agreement to any third party, unless the other Party grants its consent, in writing, thereto, except when such disclosure is required by relevant laws or by relevant bodies acting on the strength of such laws or when such information has already entered the public domain.

Notices

Any notice, request or any other communication that should be made or given by one Party to the other Party hereunder shall be given in writing. Unless stipulated to the contrary in the Agreement, any notice, request or communication required pursuant to this Agreement shall be considered duly communicated to the other Party if it is delivered by hand, registered mail, courier service or by facsimile transmission to the address of the relevant party, indicated below, or at such other address as either Party may stipulate by written notice to the other:

ELECTROLUX d.o.o.

Address:	Slavonska av. 6A, Zagreb
	Hrvatska
Attention:	Andrea Kovačić, Anamarija Rogić, Jelena Pleić
e-mail:	andrea.kovacic@electrolux.com , anamarija.rogic@electrolux.com , jelena.pleic@electrolux.com

Majstor kuhar njam njam d.o.o. Croatia

Address:	Samoborska cesta 134, 10 090 Zagreb
	Hrvatska
Attention:	Sabina Jalšić, Ana Zlodi

e-mail:

sabina@majstorkuhar.hr, ana@majstorkuhar.hr

Any notice made hereunder shall be deemed to have been delivered:

- (a) If it is delivered by hand or by courier delivery, on the date of actual delivery; or
- (b) if it is delivered by registered mail, on the date confirmed by a return receipt; or
- (c) if it is delivered by facsimile transmission, on the date of delivery confirmed by a record of uninterrupted transmission; or
- (d) if, due to reasons of whatever nature, it is not possible to deliver a notice in any of the aforementioned manners and a notice is delivered by regular mail to the address indicated hereinabove, or to the address of a registered office of the relevant Party, but the Party does not accept it on the grounds of reasons of whatever nature, such notice shall be deemed to have been delivered on the date three (3) business days after its deposition with a local post office.

Either Party may change their above given addresses and telecommunication contact numbers, unilaterally, by a written notice given to the other Party. Any such change shall become effective not later than ten (10) business days from the delivery of such notice to the other Party.

Severability

Should any provision of the Agreement be or become invalid, unenforceable or ineffective, such provision shall not in any manner affect or impair the validity, enforceability or effectiveness of any other provision hereof. The Parties undertake that within five (5) business days from receipt of a notice given by the other Party to this effect, they shall either replace any invalid, unenforceable or ineffective provision with a new one, which shall be valid, effective and enforceable and shall have the same or similar business and/or legal effect or, as the case may be, they shall enter into a new agreement.

Counterparts

This Agreement has been executed in two (2) counterparts of which each shall be deemed to be an original. Each of the Parties, shall obtain one (1) counterpart hereof.

Language

This Agreement has been executed in the English language and the English language version shall prevail over any translation of the Agreement, disregarding any purpose for which such translation may have been produced.

Dispute Resolution

The Parties have agreed that any disputes arising from this Agreement or in connection with this Agreement (including the matter of existence of this Agreement and its interpretation), shall be submitted to the Commercial Court Zagreb.

Both Parties hereby represent and warrant that they have not made any verbal arrangement(s), entered into any agreement(s) or contract(s) nor have they been a party to any proceeding(s) which would or could have a negative impact on the performance of any rights and obligations arising for the Party from the Agreement. By attaching their signatures hereunto, the Parties confirm that any and all representations, warranties and documents that have been made or given hereunder are true, valid and enforceable under law.

The Parties hereby represent that they understand and agree with the content of this Agreement and undertake to perform the Agreement. They also hereby confirm that they have entered into the Agreement as a free act and deed, in earnest, not under duress and, in particular, not under financial duress.

Zagreb, 02.01.19.



Zagreb, Savavska avenija 6a

Electrolux d.o.o.

Mr. Slaven Matijević, General Manager
Adriatic

Ines Deščak, Business Controller
Adriatic



Majstor kuhar njam njam d.o.o.

Sabina Jalšić CEO

ANNEX 1

Individual prices and list of services are:

OFFER NO. 2019-00012

Ponuda br.: 2019-00012

Electrolux d.o.o.
Slavonska avenija 6A

10000 Zagreb

OIB: 66577083673

Zagreb, dana 11.03.2019
Ponuda vrijedi do: 01.05.2020
Narudžba:
Rok izvedbe/otpreme: 01.05.2019
Ugovor: Ugovor o poslovnoj suradnji 2019

TRR: HR9423600001102541321
Poziv na broj: 2019-00012



"OVO NIJE FISKALIZIRANI RAČUN"

Poz.	Vrsta robe - usluge	Kol.	JM	Cijena bez PDV-a	Rab. %	PDV %	Vrijed. bez PDV
1.	Angažman Dario Lide - 8h	1	dan	1.500,00	0	25%	1.500,00
2.	Angažman Sabina Jalšić - 8h	1	dan	2.000,00	0	25%	2.000,00
3.	Angažman Branko Ognjenović - 8h	1	dan	2.500,00	0	25%	2.500,00
4.	PREZENTACIJA S CAFFE PAUZOM (baza 10 osoba) - u trajanju od 4h - nabava namirnica, priprema, serviranje, čišćenje - kava, voda - ugrizi za coffe break - namirnice nisu osigurane	1	kom	1.000,00	0	25%	1.000,00
5.	PREZENTACIJA S PAUZOM ZA RUČAK (baza 10 osoba) - u trajanju od 4h - nabava namirnica, priprema, serviranje, čišćenje - kava, voda - ručak i ostali napitci prema unaprijed dogovorenem budžetu	1	kom	1.500,00	0	25%	1.500,00
6.	Korištenje prostora za potrebe prezentacije (stolice, platno/projektor, LCD ekrani, wifi) - 4h	1	kom	2.000,00	0	25%	2.000,00
7.	Korištenje prostora za potrebe radionice (kamere, LCD ekrani, inventar za kuhanje i radne jedinice - (baza 10 osoba) - 4h	1	kom	3.000,00	0	25%	3.000,00
8.	TEAM BUILDING (baza 10 osoba) - u trajanju od 4h - najam prostora, osoblje i završno čišćenje, kava, voda, sok - bez namirnica i ostali napitci koje se dogovaraju u budžetu	1	kom	2.000,00	0	25%	2.000,00
9.	SNIMANJE I VIDEO PRODUKCIJA - 1 video u trajanju od 1,5 min (namirnice, izrada recepture, priprema, kuhar, snimatelj, obrada videa) - autorska prava: video se koristi jednokratno za točno dogovorenu svrhu i za potrebe tržišta RH	1	kom	4.000,00	0	25%	4.000,00
10.	FOTOGRAFIJE Izrada recepta s fotografijom za potrebe marketinških aktivnosti - recept, namirnice, priprema, kuhar, fotograf - autorska prava: fotografija i receptura se koriste jednokratno za točno dogovorenu svrhu i za potrebe tržišta RH	1	kom	600,00	0	25%	600,00
11.	Rad sa Electrolux opremom na internim i vanjskim eventima u vlastitom angažmanu, promocija brenda, obavezno brendirana kuharska uniforma i/ili bijela odjeća za popratno osoblje, brendirane kape i pregače za kulinarske radionice, logo brenda na recepturama za radionice, vidljivi logo na internet stranici sa poveznicom na stranicu Electrolux brenda, stalak sa letcima/brošurama u prostoru akademije. Vidljivi logo brenda u vlastitim produkcijskim materijalima.	12	mjesec	1.700,00	0	25%	20.400,00