

V O L V O

Ugovor o financijskom leasingu br. /Financial Lease Agreement No. 2788175-1
Od 12.11.2021./dated 12.11.2021.

sklopljen u /concluded in Zagrebu između /by and between:

Primatelj leasinga /The Lessee

Davatelj leasinga/The Lessor

BAGUDIĆ GRUPA D.O.O.

Volvo Financial Services leasing d.o.o.

REGISTRIRANI URED /REGISTERED OFFICE
Osijek

Karlovačka 94, 10250 Zagreb-Lučko

ZASTUPANO PO (ime i funkcija)
REPRESENTED BY (name and function)

Željko
Bagudić/
direktor

ZASTUPANO po (ime i funkcija)

Igor Smolec i
Dubravko Jelčić/
direktor

BROJ UPISA /
REGISTRATION
NUMBER

030118978

BROJ UPISA /
REGISTRATION NUMBER

081291275

ID za PDV BROJ / VAT ID
NUMBER

39841431258

ID za PDV BROJ /VAT ID
NUMBER

50622045710

Telefon /Phone: 0915173538, **e-pošta /e-mail:**
zeljko.bagudic@bagudic-grupa.hr
Bankovni račun/Bank account:
HR8024020061100723354

Telefon /Phone: +38513867674, **e-pošta /e-mail:**
info.hr@vfsc.com
Bankovni račun/Bank account:
HR4523600001502726858

Davatelj leasinga i Primatelj leasinga (dalje u tekstu skupno: Ugovorne strane) ovime sklapaju sljedeći Ugovor o financijskom leasingu (dalje u tekstu: Ugovor o leasingu) pod uvjetima utvrđenim kako slijedi.
 The Lessor and the Lessee (hereinafter jointly also referred to as the Parties) hereby enter into the following Financial Lease Agreement (hereinafter referred to as the Lease Agreement) under the terms set forth hereunder.

1. Vrsta leasinga /Type of Lease:	Financijski leasing/ Finance lease
2. Objekt leasinga (vrsta / marka / model) Leased Asset (Type / Brand / Model)	Teretno vozilo/ Volvo FH 500 4X2
a) Br. Šasije / Chassis number	YV2RT40A1JB881690
b) Godina proizvodnje /Production Year	2018
3. Dobavljač (naziv / adresa) Supplier (name / address)	VOLVO GROUP CROATIA d.o.o./ Karlovačka cesta 94., Lučko-Zagreb
4. Mjesto isporuke / inicijalna lokacija Place of Delivery / Initial Location	Zagreb
5. Predviđeni datum isporuke /Anticipated Date of Delivery	16.11.2021.
6. Ugovorna valuta / Contractual currency	EUR
7. Vrijednost Objekta leasinga u eurima bez PDV-a (Nabavna cijena) / Value of the Leased Asset in EUR without VAT (Acquisition Price)	54.000,00 EUR
8. Učešće – iznos i uvjeti plaćanja Down Payment – amount and terms for payment	13.500,00 EUR

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9. Ostatak vrijednost (% i iznos) Residual Value (% and amount)	150,00 EUR
10. Financirani iznos (kapitalom financijskog leasinga) Financed Amount (Lease Capital)	54.000,00 EUR
11. Administrativna naknada (iznos) Administration fee (amount)	202,50 EUR
12. Ukupni iznos naknada Total amount of fees	70.587,06 EUR
13. Ostale naknade (u skladu s Popisom naknada Davatelja leasinga) Other fees (in accordance with the Lessor's Fee List)	<p>Ugovorne kazne (točke 3.3. i 4.3. Općih uvjeta) / Contractual penalties (Points 3.3. and 4.3. of the General Terms) Zatezne kamate / Default interest Trošak (trošak sklapanja osiguranja u skladu s točkom 9.6. Općih uvjeta, trošak naplate, trošak pravnih usluga, trošak skladištenja) / Cost (cost for insurance conclusion in accordance with point 9.6. of the General Terms, collection cost, cost for legal services, storage cost) Potpisivanjem ovog ugovora Primatelj leasinga izričito potvrđuje da je upoznat s vrstom naknada opisanim pod ovom točkom 13., kao i s iznosima naknada navedenim na Popisu naknada koji je uručen Primatelju leasinga prilikom potpisivanja / naveden u Općim uvjetima priloženim ovom ugovoru i koji je također javno dostupan na sljedećoj mrežnoj stranici: http://www.vfsc.com / By signing this agreement, the Lessee explicitly confirms that it is familiar with the type of the fees described under this item 13 and also with the amounts of such fees as set out in the Fee List, which has been handed over to the Lessee at signing / is set out in the General Terms attached to this agreement and is also publicly available on the following web page: http://www.vfsc.com</p>
14. PDV/VAT	25 %
a) unaprijed plaćen iznos PDV-a /VAT amount paid upfront	Ne/No
b) financiran iznos PDV-a /VAT amount financed	Da/Yes
b1) trajanje financiranja PDV-a /VAT term of financing	36
b2) kamatna stopa korištena za financiranje PDV-a Interest rate applied for VAT financing	3,40 %
15. Trajanje leasinga – datum početka / datum završetka Lease Term – start / end date	Sukladno točki 4. Općih uvjeta According to point 4. of the General Terms
16. Interkalarna kamata (definicija i metoda izračuna) Interim Fee (definition and method of calculation)	Sukladno točki 5.7. Općih uvjeta According to point 5.7. of the General Terms
17. Vrsta primjenjive kamate za leasing	Fiksna

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Type of applicable Lease Interest	Fixed
18. Stopa fiksne Rate of fixed	3,40 %
19. Marža/Margin	/
20. EURIBOR na datum potpisivanja /EURIBOR at signing	/
21. Razdoblje Trajanja leasinga /Duration of the Lease Term	36 mjeseci, izračunato počevši s mjesecom koji slijedi nakon isporuke Objekta leasinga / 36 months, calculated beginning with the month following the delivery of the Leased Asset
22. Vrsta plaćanja leasinga Type of Lease Payments	Unatrag in arrears
23. Iznosi rata /Instalment amounts	Vidi Prilog br. [1]: Preliminarni plan otplate See Attachment No [1]: Preliminary Payment Plan
24. Posrednik za osiguranje /Insurance Broker	
25. Sredstvo osiguranja /Security	<p>Zadužnica izdana u korist Davatelja leasing potvrđena od strane javnog bilježnika, dostavljena u roku od dva tjedna od potpisa ovog ugovora o leasingu, a najkasnije do isporuke predmeta leasinga.</p> <p>/ Promissory note issued for the benefit of the Lessor, certified by the public notary within 2 weeks as of signing of this Lease agreement, but not later than the delivery of the Leased Asset, certified by the public notary.</p> <p>Na zahtjev Davatelja leasinga, Primatelj leasinga je dužan zasnovati i pružiti dodatna sredstva osiguranja (povrh gore navedenih), ako to Davatelj leasinga, zbog okolnosti na strani Primatelja leasinga (primjerice postojeće ili prijetće insolventnosti, kašnjenja s plaćanjima ili drugim ugovornim obvezama, znatnog smanjenja kreditne sposobnosti Primatelja leasinga ili vrijednosti kolaterala, itd.) smatra potrebnim za primjereno osiguranje i izvršavanje Ugovora o leasingu.</p> <p>/At the request of the Lessor, the Lessee is obliged to establish and provide additional adequate security (in addition to the abovementioned), if the Lessor, due to the circumstances on the side of the Lessee (e.g., existing or threatening insolvency, default on payments or other contractual obligations, significant decrease of the Lessee's credit ranking or value of collateral etc.) deems it necessary for proper securement and performance of the Lease Agreement.</p>
28. Posebni uvjeti /Specific conditions	/

1. Potpisivanjem ovog Ugovora o leasingu Primatelj leasinga izjavljuje da je primio primjerak, pomno pročitao i potpisao Opće uvjete Ugovora o financijskom leasingu Verziju 2 od 20.9.2021 godine (te da razumije njihovo značenje),

1. By signing of this Lease Agreement, the Lessee declares that it has received a copy of, carefully read and signed (and understands the meaning of) the General Terms and Conditions of Financial Lease Agreement Version 2 dated 20.9.2021,

<p>priložene ovdje kao Prilog br. 5 (u ovom Ugovoru o leasingu nazivani Opći uvjeti), koji čine sastavni i neodvojiv nedjeljivi dio ovog Ugovora o leasingu i suglasan je da ga isti, njihov sadržaj i odredbe obvezuju. U slučaju nepodudarnosti između odredbi Općih uvjeta i Ugovora o leasingu, prevladavaju odredbe Ugovora o leasingu.</p>	<p>attached hereto as Attachment No. 5 (in this Lease Agreement referred to as the General Terms), which form an integral and indivisible part of this Lease Agreement and agrees to be bound by them and by their content and provisions. In the event of discrepancies between the provisions of the General Terms and of the Lease Agreement, the provisions of the Lease Agreement shall prevail.</p>
<p>2. Sve izmjene i dopune ovog Ugovora o leasingu ili njegovih popratnih dokumenata, kao i sve druge ugovorne aktivnosti vezane uz ovaj Ugovor o leasingu navedene u Popisu naknada i provizija (Popis naknada), podliježu dodatnoj naknadi, u skladu s gore navedenim aktualnim Popisom naknada objavljenim na mrežnoj stranici www.vfsc.com</p>	<p>2. Any amendments to this Lease Agreement or its accompanying documents, and any other contractual activities bound with this Lease Agreement listed in the Table of Fees and Commissions (Fee List), shall be subject to an additional fee, in accordance with the aforementioned current Fee List published on the website www.vfsc.com</p>
<p>3. Ugovor o leasingu je sklopljen kada ga potpišu sve Ugovorne strane i stupa na snagu na datum potpisivanja zadnje Ugovorne strane i nakon ispunjenja svih dodatnih uvjeta navedenih u Ugovoru o leasingu. Ugovor o leasingu je sastavljen u dva jednaka primjerka, jedan za Davatelja leasinga i jedan za Primatelja leasinga.</p>	<p>3. The Lease Agreement is concluded when it is signed by all Parties and shall enter into force on the date of signature of the last contractual Party and after all additional conditions set forth in the Lease Agreement have been fulfilled. The Lease Agreement was made in two identical copies, one for the Lessor and one for the Lessee.</p>

Potpis/Signature:

DAVATELJ LEASINGA/.....

FINANCIAL SERVICES LEASING d.o.o.

ZAGREB

Potpis/Signature:

DAVATELJ LEASINGA/THE LESSOR

BAGUDIĆ GRUPA

d.p.o. - Osijek

Potpis/Signature: OB: 39841431258

PRIMATELJ LEASINGA/THE LESSEE

I hereby confirm that on the Lease Agreement the signatures have been submitted in my presence by duly authorized representatives of the Lessee having the ID document No 115049249 /Expiry date 18.8.2025. /Date and place of issuing: 18.8.2020., PU OSJEČKO-BARANJSKA which has been presented to me in the original.

Ovime potvrđujem da su potpise na Ugovoru o leasingu preda mnom stavili propisno ovlašteni predstavnici Primatelja leasinga s identifikacijskom ispravom br. 115049249 / datum isteka valjanosti 18.8.2025. / datum i mjesto izdavanja 18.8.2020., PU OSJEČKO-BARANJSKA koja mi je predočena u izvorniku.

Ime i prezime/Potpis/Name/Signature

Prilozi Ugovoru o leasingu/Attachments to the Lease Agreement:

- Prilog br. 1: Preliminarni plan(ovi) otplate Objek(a)ta leasinga/Attachment No 1: Preliminary Payment Plan/s for the Leased Asset/s
- Prilog br. 2: Zapisnik o isporuci /Attachment No 2: Delivery protocol
- Prilog br. 3: Sredstva osiguranja /Attachment No 3: Security
- Prilog br. 4: Punomoć za registraciju Objekta leasinga /Attachment No 4: Power of Attorney for Registration of the Leased Asset
- Prilog br. 5: Opći uvjeti Ugovora o financijskom leasingu /Attachment No 5: General Terms and Conditions of Financial Lease Agreement

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to smatra potrebnim za ocjenu treba li Primatelju leasinga ponuditi, produžiti ili preinačiti zatraženo financiranje na način koji je propisan unutarnjim kreditnim direktivama Davatelja leasinga ("Odluka o kreditiranju"). Nakon što je financiranje pruženo, Davatelj leasinga zadržava puno pravo prodaje svakog udjela u vlasništvu u navedenom financiranju i povezanim budućim potraživanjima trećoj strani. Prilikom ocjene navedene odluke, se svi ili dio podataka mogu otkriti Uvozniku podataka (uključujući VFS US i VFS HQ), na način koji je propisan unutarnjim kreditnim direktivama Davatelja leasinga i trećoj strani s kojom je Uvoznik podataka povezan vezano uz prodaju navedenih vlasničkih udjela ("Odluka o transakciji", a skupno s Odlukom o kreditiranju, "Svrhe"). Privola koju daje Primatelj leasinga prema ovoj točki 14.13. vrijedi za sve prošle, sadašnje ili buduće podatke koje je Primatelj leasinga pružio Davatelju leasinga. Primatelj leasinga ovime izjavljuje i jamči Davatelju leasinga da je, u opsegu u kojem su osobni podaci uključeni u gore opisane informacije, Pružatelj leasinga pribavio osobne podatke predstavnika Primatelja leasinga na zakonit način osobito u skladu s važećim propisima o zaštiti podataka, te da je obavijestio relevantnog pojedinca (relevantne pojedince) u skladu s člankom 13. Opće uredbe o zaštiti podataka (EU) 2016/679, i da je ovlašten davati gore navedene izjave i privole u ime relevantnih ispitanika.

the evaluation of whether to offer, extend or modify any requested financing to the Lessee as mandated by the Lessor's internal credit directives (each such occurrence, a (Credit Decision). Further once financing has been provided, the Lessor reserves the right to sell any ownership interest in such financing and related future receivables to a third party. In evaluating such decision, all or part of the Lessee's data may be disclosed to a Data Importer (including VFS US and VFS HQ) as mandated by the Lessor's internal capital markets directives and to such third parties with whom a Data Importer is in dialogue regarding the sale of such ownership interests (each such occurrence, a Transaction Decision and collectively together with the Credit Decisions, the Purposes). The consent granted by the Lessee pursuant to this item 14.13 applies to all data past, present or future submitted by the Lessee to the Lessor. The Lessee hereby declares and represents to the Lessor that, to the extent that personal data is included in the above described information, the Lessee has obtained personal data of the Lessee's representative(s) in a lawful manner, especially in accordance with the applicable data protection laws, that it has informed the relevant individual(s) in accordance with Article 13 of the General Data Protection Regulation (EU) 2016/679, and that it is authorised to make the above declarations and consents on behalf of the relevant data subjects.

Potpis/Signature:
DAVATELJ LEASINGA/THE LESSOR

VOLVO 1
FINANCIAL SERVICES LEASING d.o.o.
ZAGREB

Potpis/Signature:
PRIMATELJ LEASINGA/THE LESSEE

BAGUDIC GRUPA

d.o.o. - Osijek

IBAN: HR1212012280001258