Schäfer + Peters GmbH

Rost- und säurebeständige Verbindungselemente
Stainless steel fasteners

S + P

Schäfer + Peters GmbH, Zeilbaumweg 32, 74613 Öhringen

Financijska agencija
Ulica grada Vukovara 70
10000 Zagreb
Croatia

23 -05- 2022
PREDSTEČAJNE NAGODBE
PRIMANJE I OTPREMA POŠTE
KLASA:
UR. BROJ:

Schäfer + Peters GmbH
Zeilbaumweg 32
74613 Öhringen
www.schaefer-peters.com

Öhringen, den 19.05.2022

Podnošenje zahtjeva

Drage dame i gospodo,

U prilogu nalazimo našu izjavu o zahtjevima na hrvatskom jeziku.

Lijepi pozdrav

i.A.

Ulaganje:

- Podnošenje zahtjeva
- Odluka o otvaranju stečaja
- Račun R2246563
- Dostavnica L3598768
- Račun R2247175
- Dostavnica L3599411
- Račun računa
- UVJETI

Obrazac 3.

FINANCIJSKA AGENCIJA
OIB: 85821130368
Ulica grada Vukovara 70, 10000 Zagreb, Croatia
(adresa nadležne jedinice)

Nadležni trgovački sud: *Trgovacki sud u Zagrebu*
Poslovni broj spisa : *18.St-1329/2022*

PRIJAVA TRAŽBINE VJEROVNIKA U PREDSTEČAJNOM POSTUPKU

PODACI O VJEROVNIKU:
Ime i prezime / tvrtka ili naziv
Schäfer + Peters GmbH
OIB: *DE146288880*
Adresa / sjedište
Zeilbaumweg 32, 74613 Öhringen, Germany

PODACI O DUŽNIKU:
Ime i prezime / tvrtka ili naziv
DIV Group Ltd.
OIB 33890755814
Adresa / sjedište
Bobovica 10a, 10430 Samobor, Croatia

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

____

Iznos dospjele tražbine________________**10.000 Euro** _______________

Glavnica ________________________________-_________ (kn)

Kamate ________________________________-_________ (kn)

Iznos tražbine koja dospijeva nakon otvaranja predstečajnog postupka
_________________________________**10.000 Euro** _______________

Dokaz o postojanju tražbine (npr. račun, izvadak iz poslovnih knjiga)
R2246563 - 04.10.21 / R2247175 - 05.10.21

Vjerovnik raspolaže ovršnom ispravom ~~DA~~ / NE za iznos ________-__________ (kn)

Naziv ovršne isprave

____

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 ~~ODRIČEM~~ / NE ODRIČEM

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

PODACI O IZLUČNOM PRAVU:

Pravna osnova izlučnog prava

____

____

Dio imovine na koji se odnosi izlučno pravo

____

____

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

Mjesto i datum

Öhringen, 17.05.2022

Potpis vjerovnika

i. A.

Schäfer + Peters GmbH
Seilbaumweg 32
DE-74613 Öhringen
Tel.: 0 79 41 / 60 94 - 0
Fax: 0 79 41 / 60 94 - 70

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.

riješio je

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. Kninskopolje, zk.č.br. 361/4, ZK Tijelo XIII, 4. suvlasnički dio 1253/16250
-zk. ul. br. 4606, k.o. Kninskopolje, zk.č.br. 361/14, livada, 1. suvlasnički dio 255/927
-zk. ul. br. 4605, k.o. Kninskopolje, zk.č.br. 336/36, livada, 1. suvlasnički dio 244/907
-zk. ul. br. 4604, k.o. Kninskopolje, zk.č.br. 336/34, livada, 1. suvlasnički dio 191/1867
-zk. ul. br. 4603, k.o. Kninskopolje, zk.č.br. 336/3, livada, 1. suvlasnički dio 91/1046
-zk. ul. br. 4601, k.o. Kninskopolje, zk.č.br. 337/18, livada, 1. suvlasnički dio 1222/1974
-zk. ul. br. 4600, k.o. Kninskopolje, zk.č.br. 337/17, livada, 1. suvlasnički dio 1220/1989
-zk. ul. br. 4599, k.o. Kninskopolje, zk.č.br. 337/16, livada, 1. suvlasnički dio 1260/2023
-zk. ul. br. 4598, k.o. Kninskopolje, zk.č.br. 337/3, livada, 1. suvlasnički dio 1489/2076
-zk. ul. br. 4597, k.o. Kninskopolje, zk.č.br. 337/2, livada, 1. suvlasnički dio 528/1440
-zk. ul. br. 1670, k.o. Kninskopolje, zk.č.br. 346/6, livada, 1. suvlasnički dio 439/2147
-zk. ul. br. 4596, k.o. Kninskopolje, zk.č.br. 337/14, livada, 1. suvlasnički dio 1134/2982
-zk. ul. br. 4588, k.o. Kninskopolje, zk.č.br. 346/2, livada, 1. suvlasnički dio 376/6891
-zk. ul. br. 4595, k.o. Kninskopolje, zk.č.br. 336/13, livada, 1. suvlasnički dio 413/1460
-zk. ul. br. 4594, k.o. Kninskopolje, zk.č.br. 337/13, livada, 1. suvlasnički dio 513/1442
-zk. ul. br. 4593, k.o. Kninskopolje, zk.č.br. 336/16, livada, 1. suvlasnički dio 497/1446
-zk. ul. br. 4592, k.o. Kninskopolje, zk.č.br. 5050/2, vinograd, 1. suvlasnički dio 36/165
-zk. ul. br. 4591, k.o. Kninskopolje, zk.č.br. 336/33, livada, 1. suvlasnički dio 891/1003
-zk. ul. br. 4589, k.o. Kninskopolje, zk.č.br. 337/1, livada, 1. suvlasnički dio 525/593
-zk. ul. br. 4590, k.o. Kninskopolje, zk.č.br. 336/32, livada, 1. suvlasnički dio 76/140
-zk. ul. br. 912, k.o. Kninskopolje, zk.č.br. 335, livada, ZK Tijelo II-1. vlasnički dio 1/1
-zk. ul. br. 171, k.o. Kninskopolje, 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. Kninskopolje, 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 odjavljeno
-RENAULT KANGOO EXPRESSION 1,5 DCI, broj šasije VF1FC1EBF36319085, registarskih oznaka ŠI 338 DE
-MAGIRUS, broj šasije V93AO50AA71FB6244, koje je odjavljeno
-RFNAUIT-MIDLUM 270 18/D, broj šasije VF645ACA000009754, registarskih oznaka ŠI 149 DF
-AUTO PRIKOLICA A-050AA, broj šasije V93AO50AA71FB6244, koje je odjavljeno
-IVECO DAILY FURGON 65C15VE3, broj šasije ZCFC65A2105669596, koje je odjavljeno
-FIAT DUCATO 28D, broj šasije ZFA23000005767147, koje je odjavljeno

-MERCEDES BENZ E KLASA, 220 CDI 125 KW, broj šasije WDB2110081B267743, registarskih oznaka ŠI 674 FE
-CITROEN JUMPER FURGON 35+ HDI 150 L3H2, broj šasije VF7YDUMFC12370840, koje je odjavljeno
-TAM 190 T, 15 BK 4X4, broj šasije 890006298, koje je odjavljeno
-CITROEN C5 SELECTION HDI 140, broj šasije VF7RDRHF8DL505449, registarskih oznaka ŠI 976 FE
-RENAULT MASTER L3H1P3 dCi 125, dvostruka kabina, broj šasije VF1MBH4D249823506, registarskih oznaka ŠI 918 FJ
-CITROEN C5 3,0 HDI, broj šasije VF7RWX8ZACL5O2212, registarskih oznaka ŠI 875 FP
-CITROEN C4 1.6 HDI, broj šasije VF7NC9HP0EY574763, registarskih oznaka ŠI 874 FP
-CITROEN C4 1.6 HDI, broj šasije VF7NC9HP0EY574422, registarskih oznaka ŠI 871 FP
-CITROEN BERLINGO, broj šasije VF77B9HF0EJ782992, registarskih oznaka ŠI 873 FP
-OPEL INSIGNIA, broj šasije W0LGM5ES1E1094433, registarskih oznaka ŠI 894 FP
-CITROEN C3, broj šasije VF7SR8HR4EW691362, registarskih oznaka ŠI 246 FR
-CITROEN C3, broj šasije VF7SR8HR4EW690458, registarskih oznaka ŠI 244 FR
-CITROEN C3, broj šasije VF7SR8HR4EW691364, koje je odjavljeno
-VOLKSWAGEN PASSAT 2.0 TDI, broj šasije WVWZZZ3CZDP047599, registarskih oznaka ŠI 481 FR
-CITROEN JUMPER, broj šasije VF7YDUMFC12641882, registarskih oznaka ŠI 758 GA
-OPEL ASTRA ENJOY 1.6 D S/S, broj šasije W0LPD6E39FG086982, registarskih oznaka ŠI 712 GA
-OPEL INSIGNIA DRIVE 2.0 CDTI, broj šasije WOLGM5ES6F1O932O1, registarskih oznaka ŠI 713 GA
-OPEL INSIGNIA DRIVE 2.0 CDTI, broj šasije W0LGM5ES8F1093698, registarskih oznaka ŠI 647 GD
-CITROEN BERLINGO, broj šasije VF77M9HF0GJ689079, registarskih oznaka ŠI 881 GE
-CITROEN C4 FEEL BLUE HDI100 S&S BVM, broj šasije VF7NCBHY6GY549132, registarskih oznaka ŠI 682 GF
-CITROEN C5 LI BUS BLUE HDI180 S&S, broj šasije VF7RDAHWTGL503956, registarskih oznaka ŠI 793 GG
-VOLKSWAGEN PASSAT DSG R-LINE 2.0 TDI BMT, broj šasije WVWZZZ3CZHE149421, registarskih oznaka ŠI 553 GM
-RENAULT MASTER 2.3 DCI, broj šasije VF1MBH4A245088407, registarskih oznaka ŠI 552 GM
-LIEBHERR, A900C ZW LITRONIC, broj šasije WLHZ1031AZK072296, registarskih oznaka ŠI 205 GO
-LIEBHERR, A900CZW LITRONIC, broj šasije WLHZ1031JZK070592, registarskih oznaka ŠI 201 GO
-DACIA DUSTER LAUREATE 1,5 DCI 110, broj šasije UU1HSDJ9G58302244, registarskih oznaka ŠI 542 GR
-DACIA DUSTER LAUREATE 1,5 DCI 110, broj šasije UU1HSDJ9G58302242, registarskih oznaka ŠI 539 GR
-RAILPUTLER KGS-Z, broj šasije 21 78 - 3329 080-2, koje je odjavljeno

-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 ŠI921 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
-BMWX3, 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 članaka 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 dospijeću, a u očevidniku redoslijeda 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 prilozima, 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 redoslijeda 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 razlučni vjerovnici dužni su nadležnu jedinicu Financijske agencije u roku od 21 dana od dostave plana restrukturiranja obavijestiti o svojim razlučnim pravima, pravnoj osnovi razlučnoga prava i dijelu imovine dužnika na koji se njihovo razlučno 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 razlučno 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

[illegible] lijeku: 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**

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DIV GROUP Ltd.
Mrs. Ana Marija Nekic
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10430 Samobor
Kroatien

INVOICE - COPY

Schäfer + Peters GmbH
Zeilbaumweg 32
74613 Öhringen
Deutschland

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Contact	**Andreas Sulzbacher**
Phone	+49 7941 6094-540
Fax	+49 7941 6094-8540
E-Mail	asulzbacher@schaefer-peters.com
VAT No.	DE146288880
Tax No.	7600309901
ILN	4043377000002

Customer Code	**120593**
VAT No.	HR33890755814
Invoice No.	**R2246563**
Invoice Date	04.10.21
Due Date	04.10.21

Item Code	Description		Quantity	Unit	Price per 100	Value
	Delivery No.: L3598768 dated 04.10.21					
	Order No.: A3417618					
	Your Reference: 269580/21/A.N					
008424 6	**DIN 84 A2 M 4X6**		4.000	pcs	1,17	46,80 *
	Slotted cheese head screws					
	Origin	TH Thailand				
	Your Item Code	008404006A2				
012725	**DIN 127 AISI 301 B 5**		5.000	pcs	0,18	9,00
	Spring lock washers type B					
	Origin	DE Deutschland				
	Your Item Code	012705A2				
012748	**DIN 127 A4 B 8**		5.000	pcs	0,90	45,00
	Spring lock washers type B					
	Origin	DE Deutschland				
	Your Item Code	012708A4				
031546	**Art. 315 A4 M 6**		400	pcs	7,80	31,20 *
	Wing nuts, American type					
	Origin	CN China				
	Your Item Code	0315A06A4				
031548	**Art. 315 A4 M 8**		200	pcs	11,07	22,14 *
	Wing nuts, American type					
	Origin	CN China				
	Your Item Code	0315A08A4				
057126 110	**DIN 571 A2 6X110**		3.000	pcs	12,80	384,00 *
	Hexagon head wood screws					
	Origin	TW Taiwan				
	Your Item Code	057106110A2				

to be Continued 538,14

Invoice No.	**R2246563**	Invoice Date 04.10.21
Customer Code	**120593**	Page 2
DIV GROUP Ltd.		

Item Code	Description		Quantity	Unit	Price per 100	Value
			Continued			538,14
057148 200	**DIN 571 A4 8X200**		400	pcs	72,29	289,16 *
	Hexagon head wood screws					
	Origin	CN China				
058226	**Art. 582 A2 M 6**		50	pcs	35,90	17,95 *
	Lifting eye nuts, cast					
	Origin	CN China				
	Your Item Code	058206A2				
058228	**Art. 582 A2 M 8**		400	pcs	51,75	207,00 *
	Lifting eye nuts, cast					
	Origin	CN China				
	Your Item Code	058208A2				
0910420 15	**DIN 910 A4 M 20X1,5 according DIN 13**		25	pcs	167,06	41,77 *
	Hexagon head screw plugs					
	Origin	TW Taiwan				
	Your Item Code	091020A41,5				
402748 12	**ISO 4027 A4 M 8X12**		200	pcs	4,18	8,36 *
	Hexagon socket set screws with cone point					
	Origin	PH Philippinen				
	Your Item Code	091408012A4				
093348 60	**DIN 933 A4-70 M 8X60**		3.500	pcs	14,96	523,60 *
	Hexagon head screws					
	Origin	CN China				
	Your Item Code	093308060A4				
093348 60	**DIN 933 A4-70 M 8X60**		1.500	pcs	14,96	224,40 *
	Hexagon head screws					
	Origin	IN Indien				
	Your Item Code	093308060A4				
0933410 25	**DIN 933 A4-70 M 10X25**		1.000	pcs	14,44	144,40 *
	Hexagon head screws					
	Origin	CN China				
	Your Item Code	093310025A4				
0933416 100	**DIN 933 A4-70 M 16X100**		25	pcs	103,66	25,92 *
	Hexagon head screws					
	Origin	IN Indien				
	Your Item Code	093316100A4				
0934220	**DIN 934 A2-70 M 20**		5.600	pcs	28,43	1.592,08 *
	Hexagon nuts					
	Origin	IN Indien				
	Your Item Code	093420A2				
			to be Continued			3.612,78

Invoice No.	**R2246563**	Invoice Date	04.10.21
Customer Code	**120593**		Page 3
DIV GROUP Ltd.			

Item Code	Description		Quantity	Unit	Price per 100	Value
			Continued			3.612,78
0934220	DIN 934 A2-70 M 20		2.400	pcs	28,43	682,32 *
	Hexagon nuts					
	Origin	CN China				
	Your Item Code	093420A2				
096544 25	DIN 965 A4 M 4X25 H		1.000	pcs	2,32	23,20 *
	Cross recessed countersunk head screws					
	Origin	VN Vietnam				
	Your Item Code	096504025A4				
096544 35	DIN 965 A4 M 4X35 H		1.000	pcs	3,48	34,80 *
	Cross recessed countersunk head screws					
	Origin	CN China				
	Your Item Code	096504035A4				
096545 10	DIN 965 A4 M 5X10 H		1.000	pcs	2,07	20,70 *
	Cross recessed countersunk head screws					
	Origin	VN Vietnam				
	Your Item Code	096505010A4				
096546 25	DIN 965 A4 M 6X25 H		600	pcs	5,41	32,46 *
	Cross recessed countersunk head screws					
	Origin	IN Indien				
	Your Item Code	096506025A4				
0976216 3000	DIN 976-1 A2-70 M 16X3000		20	pcs	1.666,78	333,36 *
	Stud bolts					
	Origin	IN Indien				
	Your Item Code	0975163000A2				
15983448 12	ISO 15983 A4/A4 4,8X12		500	pcs	3,99	19,95 *
	Blindrivets with flat head and grooved mandrel					
	Origin	CN China				
9050430 35	Art. 9050 A4 3,0X35 Z		500	pcs	1,95	9,75 *
	Double countersunk head timber screws					
	Origin	ID Indonesien				
9050445 35	Art. 9050 A4 4,5X35 Z		1.000	pcs	3,58	35,80 *
	Double countersunk head timber screws					
	Origin	ID Indonesien				
9050440 16	Art. 9050 A4 4,0X16 Z		2.000	pcs	1,70	34,00 *
	Double countersunk head timber screws					
	Origin	ID Indonesien				
	Your Item Code	7505A04016A4				
9050440 45	Art. 9050 A4 4,0X45 Z		600	pcs	3,51	21,06 *
	Double countersunk head timber screws					
			to be Continued			4.860,18

Invoice No. **R2246563** Invoice Date 04.10.21
Customer Code **120593**
DIV GROUP Ltd.

Item Code	**Description**		**Quantity**	**Unit**	**Price per 100**	**Value**	
			Continued			4.860,18	
	Origin	ID Indonesien					
	Your Item Code	7505A04045A4					
9050460 100	**Art. 9050 A4 6,0X100 Z**		500	pcs	17,62	88,10	*
	Double countersunk head timber screws						
	Origin	ID Indonesien					
9050460 120/70	**Art. 9050 A4 6,0X120/70 Z**		300	pcs	21,17	63,51	*
	Double countersunk head timber screws						
	Origin	ID Indonesien					
	Your Item Code	7505A06120A4					
798544 8	**DIN 7985 A4 M 4X8 H**		500	pcs	1,75	8,75	*
	Cross recessed raised cheese head screws						
	Origin	TH Thailand					
	Your Item Code	798504008A4					
798546 40	**DIN 7985 A4 M 6X40 H**		200	pcs	10,03	20,06	*
	Cross recessed raised cheese head screws						
	Origin	VN Vietnam					
	Your Item Code	798506040A4					
9021484	**DIN 9021 A4 8,4**		6.000	pcs	3,78	226,80	*
	Washers outside diameter ~ 3 x thread diameter						
	Origin	IN Indien					
	Your Item Code	902108A4					
0125443	**DIN 125 A4 4,3**		750.000	pcs	0,26	1.950,00	*
	Washers type A						
	Origin	IN Indien					
	Your Item Code	012504A4					
			Total EUR			**7.217,40**	

Delivery Terms CPT from 2.500,-- Euro
Payment Terms Payment in advance less 4% cash discount

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VAT No. DE146288880
Tax No. 7600309901
ILN 4043377000002

Customer Code **120593**

Delivery Note No. **L3598768**
Delivery Date 04.10.21
Order No. A3417618
Your Reference **269580/21/A.N**

Item Code	Description	Quantity	Unit
008424 6	**DIN 84 A2 M 4X6** Slotted cheese head screws Your Item Code 008404006A2	4.000	pcs
012725	**DIN 127 AISI 301 B 5** Spring lock washers type B Your Item Code 012705A2	5.000	pcs
012748	**DIN 127 A4 B 8** Spring lock washers type B Your Item Code 012708A4	5.000	pcs
031546	**Art. 315 A4 M 6** Wing nuts, American type Your Item Code 0315A06A4	400	pcs
031548	**Art. 315 A4 M 8** Wing nuts, American type Your Item Code 0315A08A4	200	pcs
057126 110	**DIN 571 A2 6X110** Hexagon head wood screws Your Item Code 057106110A2	3.000	pcs
057148 200	**DIN 571 A4 8X200** Hexagon head wood screws	400	pcs
058226	**Art. 582 A2 M 6** Lifting eye nuts, cast Your Item Code 058206A2	50	pcs
058228	**Art. 582 A2 M 8** Lifting eye nuts, cast Your Item Code 058208A2	400	pcs

Delivery Note No.	**L3598768**	Delivery Date 04.10.21
Customer Code	**120593**	Page 2
DIV GROUP Ltd.		

Item Code	Description		Quantity	Unit
0910420 15	**DIN 910 A4 M 20X1,5 according DIN 13**		25	pcs
	Hexagon head screw plugs			
	Your Item Code	091020A41,5		
402748 12	**ISO 4027 A4 M 8X12**		200	pcs
	Hexagon socket set screws with cone point			
	Your Item Code	091408012A4		
093348 60	**DIN 933 A4-70 M 8X60**		5.000	pcs
	Hexagon head screws			
	Your Item Code	093308060A4		
0933410 25	**DIN 933 A4-70 M 10X25**		1.000	pcs
	Hexagon head screws			
	Your Item Code	093310025A4		
0933416 100	**DIN 933 A4-70 M 16X100**		25	pcs
	Hexagon head screws			
	Your Item Code	093316100A4		
0934220	**DIN 934 A2-70 M 20**		8.000	pcs
	Hexagon nuts			
	Your Item Code	093420A2		
096544 25	**DIN 965 A4 M 4X25 H**		1.000	pcs
	Cross recessed countersunk head screws			
	Your Item Code	096504025A4		
096544 35	**DIN 965 A4 M 4X35 H**		1.000	pcs
	Cross recessed countersunk head screws			
	Your Item Code	096504035A4		
096545 10	**DIN 965 A4 M 5X10 H**		1.000	pcs
	Cross recessed countersunk head screws			
	Your Item Code	096505010A4		
096546 25	**DIN 965 A4 M 6X25 H**		600	pcs
	Cross recessed countersunk head screws			
	Your Item Code	096506025A4		
0976216 3000	**DIN 976-1 A2-70 M 16X3000**		20	pcs
	Stud bolts			
	Your Item Code	0975163000A2		
15983448 12	**ISO 15983 A4/A4 4,8X12**		500	pcs
	Blindrivets with flat head and grooved mandrel			
9050430 35	**Art. 9050 A4 3,0X35 Z**		500	pcs
	Double countersunk head timber screws			
	CE-Code	105_CE_V1_110283		
9050445 35	**Art. 9050 A4 4,5X35 Z**		1.000	pcs
	Double countersunk head timber screws			
	CE-Code	105_CE_V1_110283		

Delivery Note No. **L3598768** Delivery Date 04.10.21
Customer Code **120593** Page 3
DIV GROUP Ltd.

Item Code	Description		Quantity	Unit
9050440 16	**Art. 9050 A4 4,0X16 Z**		2.000	pcs
	Double countersunk head timber screws			
	Your Item Code	7505A04016A4		
	CE-Code	105_CE_V1_110283		
9050440 45	**Art. 9050 A4 4,0X45 Z**		600	pcs
	Double countersunk head timber screws			
	Your Item Code	7505A04045A4		
	CE-Code	105_CE_V1_110283		
9050460 100	**Art. 9050 A4 6,0X100 Z**		500	pcs
	Double countersunk head timber screws			
	CE-Code	105_CE_V1_110283		
9050460 120/70	**Art. 9050 A4 6,0X120/70 Z**		300	pcs
	Double countersunk head timber screws			
	Your Item Code	7505A06120A4		
	CE-Code	105_CE_V1_110283		
798544 8	**DIN 7985 A4 M 4X8 H**		500	pcs
	Cross recessed raised cheese head screws			
	Your Item Code	798504008A4		
798546 40	**DIN 7985 A4 M 6X40 H**		200	pcs
	Cross recessed raised cheese head screws			
	Your Item Code	798506040A4		
9021484	**DIN 9021 A4 8,4**		6.000	pcs
	Washers outside diameter ~ 3 x thread diameter			
	Your Item Code	902108A4		
0125443	**DIN 125 A4 4,3**		750.000	pcs
	Washers type A			
	Your Item Code	012504A4		

All Goods delivered remain our property untill full payment is received.
Damages or shortage to be indicated within 1 week after receipt of goods.

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Schäfer + Peters GmbH

Rost- und säurebeständige Verbindungselemente
Stainless steel fasteners

S + P

Schäfer + Peters GmbH • Postfach 14 24 • 74604 Öhringen

DIV GROUP Ltd.
Mrs. Ana Marija Nekic
Bobovica 10a
10430 Samobor
Kroatien

INVOICE - COPY

Schäfer + Peters GmbH
Zeilbaumweg 32
74613 Öhringen
Deutschland

Phone	07941/6094-0
Fax	07941/6094-700
Web	www.schaefer-peters.com
Contact	**Andreas Sulzbacher**
Phone	+49 7941 6094-540
Fax	+49 7941 6094-8540
E-Mail	asulzbacher@schaefer-peters.com
VAT No.	DE146288880
Tax No.	7600309901
ILN	4043377000002

Customer Code	**120593**
VAT No.	HR33890755814
Invoice No.	**R2247175**
Invoice Date	05.10.21
Due Date	05.10.21

Item Code	Description		Quantity	Unit	Price per 100	Value
	Delivery No.: L3599411 dated 04.10.21					
	Order No.: A3419739					
	Your Reference: 300921					
1234463 40	**DIN 94 A4 6,3X40**		250	pcs	12,54	31,35 *
	Split pins					
	Origin	CN China				
	Your Item Code	009406,3040A4				
1234480 63	**DIN 94 A4 8,0X63**		200	pcs	32,77	65,54
	Split pins					
	Origin	IT Italien				
	Your Item Code	009408063A4				
057126 80	**DIN 571 A2 6X80**		3.000	pcs	9,64	289,20 *
	Hexagon head wood screws					
	Origin	TW Taiwan				
	Your Item Code	057106080A2				
057128 60	**DIN 571 A2 8X60**		600	pcs	12,24	73,44 *
	Hexagon head wood screws					
	Origin	CN China				
	Your Item Code	057108060A2				
0931216 60	**DIN 931 A2-70 M 16X60**		300	pcs	57,40	172,20 *
	Hexagon head bolts					
	Origin	MY Malaysia				
	Your Item Code	093116060A2				
0931218 70	**DIN 931 A2-70 M 18X70**		100	pcs	98,94	98,94 *
	Hexagon head bolts					
	Origin	IN Indien				
	Your Item Code	093118070A2				

to be Continued 730,67

Schäfer + Peters GmbH

Rost- und säurebeständige Verbindungselemente
Stainless steel fasteners

S + P

Invoice No. **R2247175** Invoice Date 05.10.21
Customer Code **120593**

DIV GROUP Ltd.

Item Code	Description		Quantity	Unit	Price per 100	Value
			Continued			730,67
093326 16	**DIN 933 A2-70 M 6X16**		4.000	pcs	2,55	102,00 *
	Hexagon head screws					
	Origin	IN Indien				
	Your Item Code	093306016A2				
0933410 25	**DIN 933 A4-70 M 10X25**		600	pcs	14,44	86,64 *
	Hexagon head screws					
	Origin	CN China				
	Your Item Code	093310025A4				
0933416 70	**DIN 933 A4-70 M 16X70**		100	pcs	79,29	79,29 *
	Hexagon head screws					
	Origin	IN Indien				
	Your Item Code	093316070A4				
0933420 90	**DIN 933 A4-70 M 20X90**		25	pcs	166,51	41,63 *
	Hexagon head screws					
	Origin	IN Indien				
	Your Item Code	093320090A4				
0976212 1000	**DIN 976-1 A2-70 M 12X1000**		300	pcs	354,74	1.064,22 *
	Stud bolts					
	Origin	IN Indien				
	Your Item Code	0975121000A2				
30172100 120/12	**DIN 3017 A2 100-120/12**		25	pcs	35,05	8,76 *
	Hose clamps with worm gear drive, type A					
	Origin	CN China				
3017210 16/9	**DIN 3017 A2 10-16/9**		100	pcs	19,17	19,17 *
	Hose clamps with worm gear drive, type A					
	Origin	CN China				
	Your Item Code	301710-16A29				
3017216 27/12	**DIN 3017 A2 16-27/12**		100	pcs	22,97	22,97 *
	Hose clamps with worm gear drive, type A					
	Origin	CN China				
3017235 50/9	**DIN 3017 A2 35-50/9**		50	pcs	24,44	12,22 *
	Hose clamps with worm gear drive, type A					
	Origin	CN China				
	Your Item Code	301735-50A29				
7982239 13	**DIN 7982 A2 C 3,9X13 H**		1.000	pcs	0,85	8,50 *
	Cross recessed countersunk head tapping screws					
	Origin	CN China				
1064225 20	**ISO 10642 A2-070 M 5X20**		1.500	pcs	2,41	36,15 *
	Hexagon socket countersunk head screws, fullthread					
			to be Continued			2.212,22

Schäfer + Peters GmbH

Rost- und säurebeständige Verbindungselemente
Stainless steel fasteners

S + P

Invoice No. **R2247175**
Customer Code **120593**
DIV GROUP Ltd.

Invoice Date 05.10.21

Item Code	Description		Quantity	Unit	Price per 100	Value
			Continued			2.212,22
	Origin	IN Indien				
	Your Item Code	799105020A2				
0912424 160	**DIN 912 A4-70 M 24X160**		260	pcs	840,00	2.184,00 *
	Hexagon socket head cap screws					
	Origin	IN Indien				
	Your Item Code	091224160A4				
			Total EUR			**4.396,22**

Delivery Terms CPT from 2.500,-- Euro
Payment Terms Payment in advance less 4% cash discount

Subject to our general terms of business which are available on www.schaefer-peters.com.
If requested a print can be provided.

All goods delivered remain property of S+P until full payment is received.

* = non EU-origin; articles without * - marking, origin = EU

EU intra-community shipment, free of Turnover Tax in accordance with § 6 a of the German Turnover Tax Law.
Taxable for commercial purposes by the recipient.

Schäfer + Peters GmbH

Rost- und säurebeständige Verbindungselemente
Stainless steel fasteners

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DELIVERY NOTE

DIV GROUP Ltd.
Ana Marija Nekic
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10430 Samobor
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Zeilbaumweg 32
74613 Öhringen
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VAT No.	DE146288880
Tax No.	7600309901
ILN	4043377000002

Customer Code	**120593**
Delivery Note No.	**L3599411**
Delivery Date	04.10.21
Order No.	A3419739
Your Reference	**300921**

Item Code	Description		Quantity	Unit
1234463 40	**DIN 94 A4 6,3X40**		250	pcs
	Split pins			
	Your Item Code	009406,3040A4		
1234480 63	**DIN 94 A4 8,0X63**		200	pcs
	Split pins			
	Your Item Code	009408063A4		
057126 80	**DIN 571 A2 6X80**		3.000	pcs
	Hexagon head wood screws			
	Your Item Code	057106080A2		
057128 60	**DIN 571 A2 8X60**		600	pcs
	Hexagon head wood screws			
	Your Item Code	057108060A2		
0931216 60	**DIN 931 A2-70 M 16X60**		300	pcs
	Hexagon head bolts			
	Your Item Code	093116060A2		
0931218 70	**DIN 931 A2-70 M 18X70**		100	pcs
	Hexagon head bolts			
	Your Item Code	093118070A2		
093326 16	**DIN 933 A2-70 M 6X16**		4.000	pcs
	Hexagon head screws			
	Your Item Code	093306016A2		
0933410 25	**DIN 933 A4-70 M 10X25**		600	pcs
	Hexagon head screws			
	Your Item Code	093310025A4		
0933416 70	**DIN 933 A4-70 M 16X70**		100	pcs
	Hexagon head screws			
	Your Item Code	093316070A4		

Delivery Note No. **L3599411** Delivery Date 04.10.21
Customer Code **120593**
DIV GROUP Ltd.

Item Code	Description	Quantity	Unit
0933420 90	**DIN 933 A4-70 M 20X90** Hexagon head screws Your Item Code 093320090A4	25	pcs
0976212 1000	**DIN 976-1 A2-70 M 12X1000** Stud bolts Your Item Code 0975121000A2	300	pcs
30172100 120/12	**DIN 3017 A2 100-120/12** Hose clamps with worm gear drive, type A	25	pcs
3017210 16/9	**DIN 3017 A2 10-16/9** Hose clamps with worm gear drive, type A Your Item Code 301710-16A29	100	pcs
3017216 27/12	**DIN 3017 A2 16-27/12** Hose clamps with worm gear drive, type A	100	pcs
3017235 50/9	**DIN 3017 A2 35-50/9** Hose clamps with worm gear drive, type A Your Item Code 301735-50A29	50	pcs
7982239 13	**DIN 7982 A2 C 3,9X13 H** Cross recessed countersunk head tapping screws	1.000	pcs
1064225 20	**ISO 10642 A2-070 M 5X20** Hexagon socket countersunk head screws, fullthread Your Item Code 799105020A2	1.500	pcs
0912424 160	**DIN 912 A4-70 M 24X160** Hexagon socket head cap screws Your Item Code 091224160A4	260	pcs

All Goods delivered remain our property untill full payment is received.
Damages or shortage to be indicated within 1 week after receipt of goods.

Debitorenposten per
Saldo am 19.05.22
Schäfer+Peters

19. Mai 2022
Seite 1
lauumm

Alle Beträge in MW.

Debitor: Nr.: 120593, Statistikgruppe: 20, Datumsfilter: 19.05.22

Buchungs	Belegdatum	Belegart	Belegnr.	Beschreibung	Betrag	Lfd. Nr.
120593	**DIV GROUP Ltd.**					
	Telefonnr.	00385 1 333 55 26				
04.10.21	04.10.21	Rechnung	R2246563	Invoice RR2209369	7.217,40	7384820
23.03.22		Zahlung	KSK22-057-0	Ausgleich	-1.613,62	
					5.603,78	
05.10.21	05.10.21	Rechnung	R2247175	Invoice RR2209974	4.396,22	7387078
	DIV GROUP Ltd.				**10.000,00**	
Gesamt					**10.000,00**	

OPĆI UVJETI POSLOVANJA | 10-2018

of Schäfer + Peters GmbH (hereinafter referred to as "S + P"), Öhringen, Germany

I. Scope of Validity

1. The terms of sale given hereinafter apply to all contracts concluded between Purchaser and S + P concerning the delivery of goods, provided that Purchaser is a company, legal entity under public law or special estate under public law. Contracts are executed exclusively on the basis of the following conditions. The quotation, the quotation acceptance, the order confirmation as well as the sale of any product are subject to these conditions. We shall not recognize any contradictory or deviating conditions of Purchaser, unless we have expressly agreed to apply these conditions. This consent requirement shall always apply, particularly if we carry out Purchaser's order without qualification and in full knowledge of these contradictory or deviating conditions of Purchaser.

2. In the contracts, all agreements that have been made between Purchaser and S + P about the execution of the purchasing contracts up to the time of the respective termination of the contract are documented in writing. The effectiveness of individual agreements made retroactively in individual cases remains unaffected.

3. If S + P and Purchaser have arranged a framework agreement, these General Terms of Sale shall apply both to this framework agreement and to the individual delivery or purchase order.

4. The General Terms of Sale shall also apply to all future business relationships, even if these terms are never agreed on expressly.

II. Offer and Contract Conclusion

1. We can accept an order from Purchaser which is to be qualified as a legally binding offer for the conclusion of a purchasing contract within two weeks by sending an order confirmation or by rendering the ordered deliveries or services without qualification, with the choice being ours.

2. Our quotations are non-binding, unless we have expressly designated them as binding. Information about our goods (particularly technical data, dimensions, performance and consumption data as well as the descriptions in the respective product information or advertising materials, etc.) is only approximate and roughly representative, provided that usability for the contractually intended purpose does not require an exact match; this information does not guarantee the condition, unless this guarantee is made expressly and in writing.

3. We retain our property right, copyright and other protective rights on all figures, calculations, drawings and other documents. Purchaser may only share with third parties, make public, use, allow a third party to use or disseminate these materials to third parties, as such or in their content, with our written consent, regardless of whether we have designated these materials as confidential.

4. Information about current warehouse inventory is always non-binding. If inventory is communicated to the customer, this is considered inventory that is specifically reserved for customer or volume groups and does not need to be identical to the actual inventory.

III. Terms of Payment

1. Our prices apply to the scope of service and delivery indicated in the order confirmations. Additional or special services are billed separately. Prices shall apply ex works in Öhringen, plus packaging, duties, insurance and, in individual cases, additional taxes and duties, if not otherwise specified. The statutory value added tax is not included in our prices. We list this in the invoice separately in the statutory amount on the date the invoice is issued.

2. Unless otherwise agreed, invoices shall be due and payable without deduction within 30 days from the date of invoicing and delivery. We grant a discount of 2% for payments made within 10 days of the date of invoice, unless Purchaser is in default of payment for other payment obligations towards us. Payment is only considered to have occurred once the funds are available to us. In the case of check payments, payment is only considered to have occurred once the check has cleared.

3. If Purchaser does not pay within the defined period, Purchaser shall be in default of payment, without a new payment request needing to be made. In the case of late payment, interest is to be paid on the purchase price at the legally applicable late payment interest rate for business owners. Further claims shall remain unaffected. If Purchaser does not render payment upon further request, we are entitled to make all existing obligations of Purchaser due and payable, in particular also deferred or installment payments, and to deny any further deliveries.

4. Purchaser shall be authorized to offset and/or withhold payment only if the counter-claims have been determined as legally valid, have been recognized by us, are indisputable or if the counter-claims arise from the same specific contractual relationship as the principal claim and are in a mutual relationship with this claim.

5. If S + P has granted installment payments for Purchaser, the remaining amount shall be due and payable in full if Purchaser is in default of payment of an installment by more than 8 days.

6. Price changes are permitted if more than 4 months have passed between the contract conclusion and the agreed delivery date and if the price change can be traced back to a recent cost increase for which we are not liable. A cost increase has occurred if wages, material costs or sales costs increase before delivery. The same applies if duties increase or a duty is introduced, or cost changes result due to price increases of upstream suppliers or due to exchange rate fluctuations. In these cases, S + P is authorized to increase the price appropriately in accordance with the cost increases.

IV. Delivery and Service Period, Liability in Case of Late Delivery

1. Delivery dates or deadlines that are not agreed upon or promised by us expressly as binding are exclusively non-binding specifications. They shall only be considered approximations and describe a likely delivery date. Agreements or promises about a binding delivery date deviating from this must be made expressly and in writing. The delivery period only begins when Purchaser has properly and completely performed those cooperation activities that are obligatory on its part.

2. If we do not receive deliveries or services from our subsuppliers or subcontractors, or do not receive correct or timely deliveries or services for reasons for which we are not responsible despite proper coverage, or if an event of force majeure occurs, we will inform our customer in writing in a timely manner. In this case, we are authorized to extend the delivery or service period by the duration of the temporary hindrance or, in the case of a

significant hindrance whose duration is not temporary, to withdraw from the part of the contract that has not yet been fulfilled, entirely or in part, if we have performed the above obligation of notification and have not assumed the procurement risk or production risk. Force majeure includes any other unforeseeable event upon contract conclusion, such as legal strikes or lockouts, government interventions, energy and resource shortages, transport bottlenecks or operational disturbances through no fault of our own, such as those due to fire, water and machine damage, and all other hindrances for which we objectively cannot be held responsible. If the delivery or service is delayed by more than one month as a result of one of the cases named above in Clauses 1 and 3, both we and the customer — regardless of the deadline requirement for the customer and excluding any claims for damages — are authorized to withdraw from the contract with regard to the volume affected by the delivery disturbances. The customer is authorized to withdraw from the entire contract if a partial delivery is unacceptable for the customer.

3. In any case, we shall enter into default of delivery only after an appropriate grace period set by the customer has passed, unless time is of the essence for the transaction as defined by § 286 Par. 2 No. 4 of the German Civil Code (BGB) or § 376 of the German Commercial Code (HGB).

4. Our legal rights, particularly in the case of an exclusion of the duty to perform (e.g. due to impossibility or unreasonableness of performance and/or supplementary performance), remain unaffected. Claims for damages due to delayed delivery are excluded, provided that they are not based on any intentional or grossly negligent actions on our part or on the part of our subcontractors, or based on the culpable violation of essential contractual duties. Essential contractual duties are any that protect the essential legal positions of the customer, the guarantee of which is the very essence and purpose of the contract; these also include those contractual duties whose performance enables the proper completion of the contract in the first place and those whose observance the contract partner frequently trusts and may reasonably trust.

The exclusion of liability does not apply to damages caused by injury to life, limb and health or damages affecting warranties.
In the case of a simple negligent violation of an essential contractual duty, however, we shall only accept liability for typical, immediate, average damage foreseeable at the time that the contract was concluded.

5. We are only authorized to perform partial deliveries and partial services if:

- the partial delivery or partial service is usable for the customer as part of the intended purpose of the contract,
- the delivery of the remaining ordered goods or the rendering of the remaining commissioned services is ensured, and
- this does not cause any significant added outlay or extra costs for the customer (unless we have agreed to accept these costs).

6. If Purchaser is in default of acceptance, we are then entitled to demand compensation for accrued damages and any extra expenses. The same applies if Purchaser culpably violates its cooperation duties.

V. Place of Fulfillment, Transfer of Risk, Shipping, Packaging
1. In the absence of a deviating agreement, the place of fulfillment shall be our headquarters in Öhringen. This shall also apply in the case of supplementary performance.

2. The risk of accidental loss and accidental deterioration of the goods shall transfer to Purchaser upon handover at the latest. In the case of sales shipment, however, the risk of accidental destruction and accidental deterioration of the goods as well as the risk of delay passes to the shipper, freight carrier or other person or institution assigned to complete the shipment upon handover of the goods for shipment. Handover is still considered to have taken place if Purchaser is in default of acceptance.

3. With regard to the shipment method and shipping route, we will try to take into consideration the wishes and interests of Purchaser; added costs caused by this — even in the case of agreed free delivery — shall be borne by Purchaser.

4. We do not take back transport packaging or any other packaging in accordance with the packaging ordinance; this excludes pallets. Purchaser shall take care of disposal of the packaging, which becomes its property, at Purchaser's own expense.

5. If the shipping is delayed on the request of or due to fault of Purchaser, we shall store the goods at Purchaser's risk and expense. In this case, the notice of readiness to ship shall be deemed equivalent to shipment.

6. On request and at the expense of Purchaser, we will insure the delivery using transport insurance. This requires an instruction from Purchaser given expressly and in writing.

VI. Warranty/Limitation of Liability/Compensation for Wasted Expenditures

1. There shall only be claims for defects from Purchaser if Purchaser has properly fulfilled its legally required examination and notification duties, particularly in accordance with § 377 HGB. Regardless of the legal requirements for proper examination, Purchaser shall at least examine the supplied goods after delivery at its location or that of a third party designated by Purchaser carefully and in a reasonable scope – if applicable, through random checks – for dimensional accuracy, material, weight and surface condition. Defects that are revealed in this way shall be indicated to us in writing within one week after receipt of goods. If this does not occur, the goods shall be considered accepted. Hidden defects shall be communicated to S + P immediately after their discovery in writing. A proper notification of a defect shall indicate the willingness of Purchaser to send back the rejected delivered goods on the request of S + P with freight prepaid. In the case of a justified notification of a defect, S + P shall compensate Purchaser for the cost of the most economical shipping route; this shall not apply if costs increase because the delivered goods are located somewhere other than the place of intended use.

2. The legal regulations apply to the rights of Purchaser in the case of quality defects and defects of title (including incorrect and under delivery as well as improper assembly or defective assembly instructions), if not otherwise specified in preceding or following provisions.

3. Independent of preceding and following provisions, the legal regulations shall apply in the following cases:

- Intentional actions on our part
- Damage due to injury to life, limb and health
- Claims in accordance with product liability law
- If warranties taken over by us are excluded by deviating provisions

4. Otherwise, the following aspects apply to the rights of Purchaser in the case of quality defects and defects of title:

a) Liability for compensation for damages and compensation for wasted expenditures

Claims for damages due to defects of title and quality defects are excluded, provided that they are not

- Based on grossly negligent actions on our part or on the part of our subcontractors, or
- Based on the culpable violation of essential contractual duties Essential contractual duties are any that protect the essential legal positions of the customer, the guarantee of which is the very essence and purpose of the contract; these also include those contractual duties whose performance enables the proper completion of the contract in the first place and those whose observance the contract partner frequently trusts and may reasonably trust.

In the case of a simple negligent violation of an essential contractual duty, we shall only accept liability for immediate, average damage foreseeable at the time that the contract was concluded and typical of contracts of this type.

Claims for compensation for wasted expenditures in accordance with § 284 BGB shall be waived if and insofar as, as stated previously, a claim for compensation for damages in place of performance has been effectively disclaimed.

b) Supplementary performance

- If Purchaser has already installed the goods delivered by S + P into another object or attached them to another object at its location, Purchaser must offer us the opportunity to remove the goods ourselves and reinstall or reattach improved or additional goods ourselves, provided that this is reasonable for Purchaser, for the purposes of supplementary performance, and to define an appropriate period for this. This shall apply regardless of whether we were originally obligated to install or assemble goods in addition to their delivery; using this approach, the installation or assembly of delivered goods does not become part of supplementary performance.
- If Purchaser has already resold the goods delivered by S + P, Purchaser shall set a prior and appropriate period for S + P for supplementary performance if Purchaser has to take back the goods from its customer as a result of the defect or if Purchaser's customer has reduced the purchase price.
- Our right to refuse supplementary performance in accordance with the legal requirements remains unaffected.

c) Compensation for expenses for supplementary performance

- Purchaser is only entitled to demand compensation from S + P for expenses that become necessary for the removal and reinstallation or the removal and reattachment of the object by Purchaser at its location for the purposes of supplementary performance in accordance with other legal requirements if the appropriate period for this defined by Purchaser has expired unsuccessfully.
- If, in the case of resale by Purchaser, the object delivered by S + P needed to be removed and reinstalled or removed and reattached at the location of a direct customer of Purchaser or a different customer in the supply chain for the purposes of supplementary performance, S + P is not obligated to compensate Purchaser for the expenses that arise from this.
- If it is revealed that the request for rectification from Purchaser is unjustified, S + P can demand compensation from Purchaser for the arising costs (particularly testing, installation, removal and transport costs), unless the lack of defect was not able to be determined by Purchaser.

The aspects listed above under lit. b) and c) shall not apply in the case of a delivery of newly produced goods by S + P sold at the end of the supply chain in unprocessed form by a business owner to a consumer, even if the latter has processed it further (claims from § 478 BGB - Recourse of the entrepreneur). Particularly, further processing in the terms of this provision has occurred if the goods are installed into another product.

5. In case of delivery of newly produced goods by S + P that are sold at the end of the supply chain in unprocessed form by a business owner to a consumer, even if the latter has further processed it, the following additional aspects apply to the rights of Purchaser:

- Claims of Purchaser based on § 478 BGB are excluded, provided that they involve a defect based on advertising statements or other contractual agreements not originating from S + P, or if Purchaser, its immediate customer or another customer in the supply chain has provided a special guarantee to the end user.
- Claims are also excluded if Purchaser itself, its immediate customer or another customer in the supply chain was not obligated to exercise warranty rights toward the end user in accordance with legal regulations or if Purchaser has not objected to a claim asserted against it. This also applies if Purchaser, its immediate customer or another customer in the supply chain has taken over warranties vis-a-vis the end user that exceed the legal requirements.
- The claims of Purchaser based on § 478 BGB are excluded as a whole if Purchaser has not properly fulfilled its legally required examination and notification duties in accordance with the detailed specifications of Section VI No. 1.

VII. Other Liability

Claims for damages due to a violation of a non-contractual duty (liability based on tort) or due to fault during or before the conclusion of the contract (culpa in contrahendo) as well as any other legal basis, particularly the violation of general duties arising from an obligation (§ 241 Par. 2 BGB) or other contractual duties (§ 280 Par. 1 BGB), provided that this does not involve warranty claims, are excluded, provided that they are not based on intentional or grossly negligent actions on our part or on the part of our subcontractors or based on culpable violation of essential contractual duties.

The exclusion of liability does not apply to damages caused by injury to life, limb and health or damages affecting warranties and claims in accordance with product liability law.

In the case of a simple negligent violation of an essential contractual duty, however, we shall only accept liability for typical, immediate, average damage foreseeable at the time that the contract was concluded.

VIII. Limitation

1. Deviating from § 438 Par. 1 No. 3 BGB, the general limitation period for claims due to quality defects and defects of title, including the claim for reimbursement for expenses in the supply chain in accordance with § 445a Par. 1, Par. 3 BGB, is one year from delivery. If an acceptance has been agreed, the limitation begins upon acceptance.

2. However, if the goods constitute a building or an object that has been used as a building in accordance with the typical way it is used and has resulted in its defectiveness (building material), the limitation period is 5 years from delivery in accordance with the legal regulation (§ 438 Par. 1 No. 2 BGB). Other legal special provisions on limitation remain unaffected (particularly § 438 Par. 1 No. 1, Par. 3, §§ 444, 445b BGB).

3. Deviating from § 445b Par. 2 S. 2 BGB, in the case of resale of the goods delivered by S + P by Purchaser, the suspension of expiration regarding the limitation of defect claims from Purchaser toward S + P ends three years after delivery of the goods.

4. The present limitation periods from the sale of goods law shall also apply to contractual and non-contractual claims for damages from Purchaser based on a defect of the goods, unless the application of the regular legal limitation (§§ 195, 199 BGB) would lead to a shorter limitation in this individual case. However, claims for damages from Purchaser due to willful intent, gross negligence, injury to life, limb and health as well as warranties or product liability law expire by limitation only after the legal limitation periods. The shortening of the limitation period or the suspension of expiration shall also not apply if the matter involves the delivery of goods by S + P that are sold at the end of the supply chain in an unprocessed state by a business owner to a consumer (Recourse of the entrepreneur — §§ 478, 479 BGB).

IX. Retention of Title

1. The goods delivered by us shall remain our property up to the fulfillment of all existing claims or claims arising in future owed to us on any legal basis from the ongoing business relationship and/or specific purchasing contract with Purchaser. In the case of Purchaser behavior that is contrary to the contract (e.g. payment default), we have the right to take back the reserved goods after first setting an appropriate period. If we take back the reserved goods, this represents a withdrawal from the contract. If we seize the reserved goods, this is a withdrawal from the contract. We are authorized to utilize the reserved goods after taking them back. After withdrawing an appropriate amount for the utilization costs, the proceeds of utilization shall offset the amounts owed to us by Purchaser.

2. Purchaser shall treat the reserved goods with care and insure them against damage due to fire, water and theft sufficiently at original value at its own expense. The maintenance and inspection work that is required shall be performed by Purchaser at its own expense in a timely manner. Furthermore, upon request by S + P, Purchaser is obligated at any time to notify us about the state of the goods and communicate the storage place of the goods.

3. Purchaser is authorized to dispose of or use the reserved goods in the normal course of business, provided that Purchaser is not in default of payment. Pledges or assignments as security are not permitted. Purchaser shall assign claims arising from resale or another legal basis (insurance, tort) regarding the reserved goods (including all current account balance claims) to us in full scope as security; this statement constitutes our acceptance of the assignment. We revocably authorize Purchaser to collect claims assigned to us for Purchaser's account and in its own name. This collection authorization can be revoked at any time if Purchaser does not properly fulfill its payment obligations. Purchaser shall also not be authorized to assign this claim for the purposes of debt collection by way of factoring, unless the obligation of the factor is simultaneously established to effect the consideration in the amount of the debts directly to us for as long as we still have claims against Purchaser. Purchaser is furthermore obligated to notify us immediately of any seizure or other interference by a third party.

4. Any transformation of the reserved goods by Purchaser is always carried out on our behalf. If the reserved goods are processed with other items which do not belong to us, we shall acquire co-ownership of the new item in proportion to the value of the reserved goods (total invoice amount including value-added tax) to the other processed items at the time of the processing. In the case of inseparable combination of the reserved goods with other items that do not belong to us, we shall acquire co-ownership of the new item in proportion to the value of the reserved goods (total invoice amount including value-added tax) to the other combined

items at the time of the combination. If Purchaser's item is to be considered the main item as a result of combination, we and Purchaser agree that Purchaser shall transfer co-ownership of this item to us on a proportional basis; this statement constitutes our acceptance of this transfer. Our sole or co-ownership of an item arising from this shall be kept for us by Purchaser. The same applies to the new item created through processing or transformation as to the reserved goods, but with the limitation that Purchaser shall only assign claims of third parties to us in the amount that we have acquired through co-ownership according to the previous statement.

5. In case of access of third parties to the reserved goods, particularly seizures, Purchaser shall indicate our property to the third parties and immediately notify us so that we may assert our property rights. If the third party is not able to reimburse us for the legal or out-of-court costs arising in this context, Purchaser shall be liable for this.

6. We are obligated to release the securities due to us insofar as the realizable value of our securities exceeds the secured claims by more than 10%, in which process we are at liberty to select the securities to be released.

X. Place of Fulfillment, Jurisdiction, Applicable Law

1. The place of fulfillment and jurisdiction for deliveries and payments (including protests of checks and bills of exchange), as well as for all disputes which arise between us and Purchaser due to the purchasing contracts concluded between us and Purchaser, is Öhringen. However, we are also entitled to file suit against Purchaser at its place of residence or business.

2. The legal relationship between us and our customers or between us and third parties shall be governed exclusively by applicable law in the Federal Republic of Germany, excluding international uniform law, particularly the UN Convention on Contracts for the International Sale of Goods.

XI. Other

1. If these provisions are or become partially void or incomplete or are excluded by a special agreement, the validity of the remaining provisions shall not be affected by this.

2. We would like to note that we store data of our customers as part of our mutual business relationships in accordance with applicable data protection regulations, particularly the European General Data Protection Regulation and the German Data Protection Act.

Schäfer + Peters GmbH

SENDER ACCT: 64029364

Schaefer & Peters GmbH
Zeilbaumweg 32
Oehringen 74613
Germany

Contact: Tim Neutz 49 79416094563

Shipper Ref..

DELIVERY ADDRESS:

Financijska agencija
Ulica grada Vukovara 7
Zagreb-dio 10000
Croatia

SPECIAL HANDLING INSTRUCTIONS

For the entered shipping instructions a prior consultation with our customer service is required .

Description of Contents: Dok

Value for customs:0,00 EUR

Package

8939850684

DSV AIR & SEA GERMANY GMBH
49 7119490110
C/O SCHAEFER & PETERS GMBH
RAIFFEISENSTR. 32
70794 FILDERSTADT
GERMANY

ENV

SHP#: E222 F419 YTC
DATE: 20 MAY 2022

SHIP TO:

...
3851
FINANCIJSKA AGENCIJA
ULICA GRADA VUKOVARA 70
10000 ZAGREB – DIO
CROATIA

HRV 848 2 – 02

UPS SAVER **1P**

TRACKING #: 1Z E22 2F4 04 9226 5741

EDI

BILLING: P/P
DESC: Documents

Trx Ref No.: AWB: 8939850673/SHP ID: 25760558

XOL 22.04.20 NV45 21.0A 05/2022

FINANCIJSKA AGENCIJA
ODSJEK ZA PRIJEM, EVIDENTIRANJE
I POHRANU OSNOVA ZA PLAĆANJE 1
ZAGREB

23 -05- 2022

PREDSTEČAJNE NAGODBE
PRIMANJE I OTPREMA POŠTE

KLASA: