

ZA PREDSTEČAJNI POSTUPAK

FINANCIJSKA AGENCIJA
Ulica grada Vukovara 70
10000 Zagreb

Croatia

FINANCIJSKA AGENCIJA
ODSJEK ZA PRIJEM, EVIDENTIRANJE
I POHRANU DOKUMENTACIJE
Z A G R E B 2

13 -07- 2026

PREDSTEČAJNE NAGODBE
PRIMANJE I OTPREMA POŠTE

KLASA:

UR. BROJ:

Vilsbiburg, 08.07.2026

Subject: Lodgement of Claim – NUTRIS FARM d.o.o.
Case No. St-115/2026

Dear Sir or Madam,

Please find attached the creditor's claim filed by Flottweg SE in the pre-insolvency proceedings of NUTRIS FARM d.o.o. (Case No. St-115/2026).

Flottweg SE hereby lodges its claim in the total amount of EUR 116,949.75, consisting of:

- Principal: EUR 96,450.00
- Accrued default interest until 17 June 2026: EUR 20,499.75

The claim is based on unpaid invoices for machinery supplied to NUTRIS FARM d.o.o.

Furthermore, Flottweg SE expressly reserves all ownership rights arising from the agreed retention of title contained in its General Terms and Conditions which were accepted by the debtor. The creditor asserts its rights with respect to the delivered and identifiable machines listed in the attached documentation and reserves all rights resulting from such retention of title.

Deutsche Bank, München
IBAN: DE25 7007 0010 0870 2110 00
BIC: DEUT DE MM XXX · Konto-Nr.: 8 702 110 00

Bayerische Landesbank, München
IBAN: DE06 7005 0000 0000 0301 76
BIC: BYLA DE MM XXX · Konto-Nr.: 30 176

Commerzbank, Regensburg
IBAN: DE62 7508 0003 0195 6760 00
BIC: DRES DE FF 750 · Konto-Nr. 0195676000

Flottweg SE
Amtsgericht Landshut HRB 8839

Vorsitzender des Aufsichtsrats:
Bernhard Rau

Vorstand:
Dr. Kersten Christoph Link CEO
Jörg Lengenfelder COO/CTO

Flottweg SE
Industriestr. 6-8
84137 Vilsbiburg
Deutschland

Flottweg SE
Postfach 11 60
84131 Vilsbiburg
Deutschland

T. +49 8741 301 - 0
Fax +49 8741 301 - 300
mail@flottweg.com
www.flottweg.com

VAT-Id-No. DE811140623

The filing of this claim is made without prejudice to any ownership rights, rights of separation, security rights, or other remedies available to Flottweg SE.

Attachments:

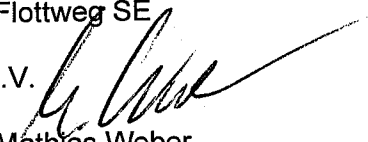
1. Claim Registration Form
2. Outstanding Invoice No. 90053107
3. Signed Offer / Contract Documentation
4. General Terms and Conditions (including Retention of Title clause)
5. Packing List incl. Serial-No. of major equipment
6. Calculation of Interest Rates

Should any additional information or documentation be required, please do not hesitate to contact us.

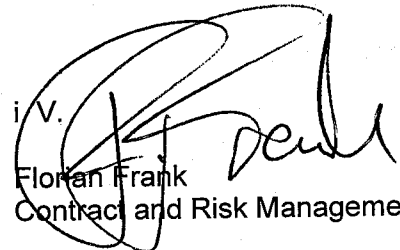
Best regards,

Flottweg SE

i.V.


Mathias Weber
Head of Commercial Order
and Risk Management

i.V.


Florian Frank
Contract and Risk Management

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VAT-Id-No. DE811140623

FINANCIJSKA AGENCIJA

OIB: 85821130368

FINANCIJSKA AGENCIJA
ODSJEK ZA PRIJEM, EVIDENTIRANJE
I POHRANU DOKUMENTACIJE
Z A G R E B 2**13-07-2026**PREDSTEČAJNE NAGODBE
PRIMANJE I OTPREMA POŠTEKLASA:
UR. BROJ:

(adresa nadležne jedinice)

Nadležni trgovački sud Trgovački sud u BjelovaruPoslovni broj spisa St-115/206**PRIJAVA TRAŽBINE VJEROVNIKA U PREDSTEČAJNOM POSTUPKU****PODACI O VJEROVNIKU:**

Ime i prezime / tvrtka ili naziv

Flottweg SEOIB HRB 8839 (German company registration number)

Adresa / sjedište

Industriestr. 6-8, 84137 Vilsbiburg**PODACI O DUŽNIKU:**

Ime i prezime / tvrtka ili naziv

Nutris Farm d.o.o.OIB 99561875475

Adresa / sjedište

Varadzińska 68, 33520 Novi Senkovic**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)

Sales Contract / Order No. 2992 / Project No. N2/00528 / Signed Offer 2514097.01 (as attached)Iznos dospjele tražbine 116.949,75 (EUR)Glavnica 96.450,00 (EUR)Kamate 20.499,75 (EUR)Iznos tražbine koja dospijeva nakon otvaranja predstečajnog postupka
(EUR)

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

Invoice No. 90053107Vjerovnik raspolaže ovršnom ispravom DA ☒ NE ☒ za iznos _____ (EUR)

Naziv ovršne isprave

PODACI O RAZLUČNOM PRAVU:

Pravna osnova razlučnog prava

Dio imovine na koji se odnosi razlučno pravo

Iznos tražbine _____ (EUR)

Razlučni vjerovnik odriče se prava na odvojeno namirenje

ODRIČEM ☒ NE ODRIČEM ☐

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

PODACI O IZLUČNOM PRAVU:

Pravna osnova izlučnog prava

Retention of title pursuant to the creditor's General T&C, which were accepted by debtor.

Ownership of goods is reserved until full payment is received. 10% of price still unpaid.

Dio imovine na koji se odnosi izlučno pravo

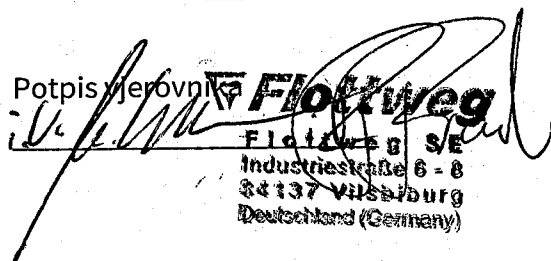
Main Scope of Supply delivered and yet partially unpaid as per attached "Packing List incl Serial No." Main Scope of Supply is identifiable via Serial-No.

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

Mjesto i datum

Vilsbiburg, 08.07.2026

Potpis vjerovnika


Flottweg
Flottweg SE
Industriestraße 6-8
84137 Vilsbiburg
Deutschland (Germany)

Interest Calculation

Creditor: Flottweg SE
Debtor: Nutris Farm d.o.o.
Case No.: St-115/2026

Principal Amount: EUR 96,450.00

Applicable law: German law

Default interest: § 288 (2) BGB
(9 percentage points above the German base interest rate)

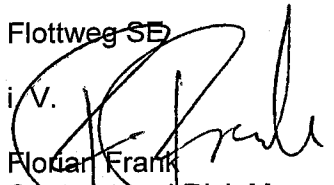
Period	Interest Rate	Days	Interest (EUR)
15.07.2024 – 31.12.2024	12.37 %	170	5,560.29
01.01.2025 – 30.06.2025	11.27 %	181	5,408.86
01.07.2025 – 31.12.2025	10.27 %	184	4,992.21
01.01.2026 – 17.06.2026	10.27 %	168	4,538.39
Total Interest			20,499.75

Base interest rates published by the Deutsche Bundesbank: 3.37% from 01.07.2024, 2.27% from 01.01.2025 and 1.27% from 01.07.2025 / 01.01.2026. Default interest rate pursuant to § 288 (2) BGB = base rate + 9 percentage points.

Best regards,

Flottweg SE

i.v.


Florian Frank
Contract and Risk Management

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Bernhard Rau

Vorstand:
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Jörg Lengenfelder COO/CTO

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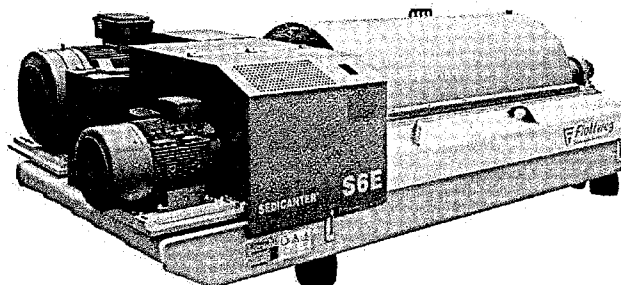
VAT-Id-No. DE811140623

NutriS Farm d.o.o.
Varazdinska 68
33520 Novi Senkovac
Croatia

Vilsbiburg, 23.11.2023
krp-lel

Offer no. 2514097.01
Project: NutriS HR – Source ID 106921

3x FLOTTWEG Sedicanter® S6E-3/408 with SIMP-DRIVE® SP 3.11



(Photo can differ from the offer)

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Flottweg SE
Amtsgericht Landshut HRB 8839

Vorsitzender des Aufsichtsrats:
Klaus Kirchesch

Vorstand:
Dr. Kersten Christoph Link (Sprecher)

Flottweg SE
Industriestr. 6-8
84137 Vilsbiburg
Deutschland

Flottweg SE
Postfach 11 60
84131 Vilsbiburg
Deutschland

T. +49 8741 301 - 0
Fax +49 8741 301 - 300
mail@flottweg.com
www.flottweg.com

VAT-Id-No. DE811140623

List of contents

List of contents.....	2
Contacts.....	3
Prices.....	4
Commercial conditions.....	5
Technical description	12

Enclosure

- Drawing no. 337.0237.30-04



Contacts

Your contact in our head office:

Mr. Manfred Kropp

Phone: +49 (0) 8741 301 378

Fax: +49 (0) 8741 301 303

E-Mail: krp@flottweg.com

Flottweg SE
Industriestraße 6 - 8
84137 Vilsbiburg
GERMANY

Prices

Qty.	Description	Price each EUR	Total price EUR
3	Flottweg Sedicanter® S6E-3/408 hyg. with Simp-Drive® SP 3.11	310.500,00	931.500,00
3	Control Panel		incl.
1	Engineering & Documentation		incl.
1	Installation supervision		incl.
1	Cold check, start-up and training	24.000,00	24.000,00
	Packing & Freight CIP Croatia		9.000,00
	Total price		964.500,00
	OPTION		
3	CIP panel	5.500,00	16.500,00

Commercial conditions**Order of Precedence**

The contractual agreements shall apply in the following order:

- individual amendments and/or additions to agreements following their conclusion
- specification and price list
- the provisions of this conditions
- Flottweg General Conditions of Delivery and Payment (version: 01.04.2021)

The provisions first mentioned shall always have precedence over those last mentioned in the event of conflict. Any gaps shall be filled by the respective subordinate provisions. More recent documents shall take precedence over older ones in the case of documents in chronological order.

Flottweg General Conditions of Delivery and Payment (version: 01.04.2021) shall be the object of this offer and shall be provided by Flottweg if it is requested by the customer.

Conclusion of this Offer

We shall be bound by this offer until **30.11.2023** subject to the requirement for export or foreign trade permits or prohibitions (embargoes) (e.g., international law, EU law or national law) in which case the offer shall be non-binding. We additionally refer to the provisions of Art. XII of the Flottweg General Terms and Conditions of Delivery and Payment (version: 01.04.2021) in this context. An Agreement shall not be concluded until after order confirmation by Flottweg or signing of an appropriate contract.

Scope of Supply

The Scope of Supply shall be defined as in this offer and may be subject to technical changes during development.

CE-marking

The scope of delivery of Flottweg neither constitutes a entirety of machines (plant) nor has it been developed/specified by Flottweg; therefore, Flottweg will not execute a conformity assessment and will not provide a corresponding declaration. In general, this is a supply of stand-alone components with stand-alone declarations.

Delivery Time

The equipment will be ready for dispatch approximately **2 weeks** after signing the agreement and receipt of the written order from the customer and receipt of the down payment from the customer.

The above mentioned delivery periods are calculated in consideration of the internal organization and the capacity scheduling of Flottweg SE at the time of submittal of this offer. Please consider that the stated delivery times cannot be confirmed as binding at the moment even with contract conclusion or with sending of the order confirmation. Due to the well-known global economic supply situation, we are also subject to binding delivery commitments from our suppliers, which may only be made at a later date. For this reason, we reserve the right to unilaterally adjust the delivery time. We will inform you as soon as possible of any changes to the delivery time that become apparent. Such a change in the delivery time for the aforementioned reasons shall not constitute a delay on our part.

Offer no. 2514097.01– NutriS HR – Source ID 106921

Moreover, Flottweg's adherence to the delivery date shall be subject to the following conditions:

- The commercial clarification of all issues between the contractual parties at the time of order confirmation
- The technical clarification of all issues between the contractual parties at the time of order confirmation
- The fulfillment in due time of all duties of cooperation and other contractual obligations by the Buyer, this affects among other things (this list is not exhaustive):
 - Procuring all necessary official certificates or permits that may be required
 - Payment of agreed payment rates, e.g. a down payment, no later than the last due date
 - Opening of a payment bond or letter of credit and its presentation to Flottweg, if agreed in the payment terms
 - The return of order confirmations which require a signature (order confirmations for countersignature by the customer) within 10 working days after initial transmission by Flottweg (transmission by e-mail is preferred).
 - The timely fulfilment of contractual obligations arising out of a timetable/milestone table, if available
 - The approval or justified non-approval of documents requiring approval by the Buyer, e.g. layout approval, within a reasonable period

The delivery date shall be extended accordingly if the Buyer fails to be in accordance with the foregoing conditions. Costs arising out of such delay, will be passed on to the customer with a due date to the next month related to the expected date of fulfillment for the customer's obligation. If the customer delays his obligation as mentioned above for more than 3 months, Flottweg has the right for cancelling the order, terminating the contract and for retaining already received payments as a penalty. This shall not be the case if Flottweg is responsible for the delay.

Delivery Conditions

The delivery shall take place according to **CIP Croatia – INCOTERMS 2020, ICC.**

Payment Terms

90 % down payment after receipt of the written order confirmation and of the down payment invoice of Flottweg.

10 % after commissioning latest 8 weeks after notification by Flottweg that the goods are ready for dispatch.

Due date for payment: 14 days after the invoice date.

Liquidated Damages

As far as Flottweg is obliged to deliver and in case Flottweg is responsible for not delivering in time despite an appeal from the customer (delay), which leads to a loss of the customer, the customer shall be entitled to demand for liquidated damages.

The liquidated damages shall be, for each week of the delay 0,5 %, up to a maximum of 5 % of the value of the part of the total delivery that cannot be used in time or in accordance with the Agreement due to the delay.

With the payment of the liquidated damages, all damage occurring due to the delayed delivery of the machine/equipment shall be compensated.

In case the customer is in delay of his obligation to receive the scope of supply or pick up the scope of supply or in case customer asks Flottweg to delay the dispatch of the scope of supply, Flottweg shall be entitled to demand for liquidated damages.

The foregoing sentence shall not apply if the reasons for delay are attributable to Flottweg. The liquidated damages shall be, for each week of the delay 0,5 %, up to a maximum of 5 % of the value of the part of the total scope of supply which is delayed. With the payment of the liquidated damages, all damage occurring due to the delay of the scope of supply shall be compensated.

Nevertheless, any services that may become necessary as a result of storage, in particular refurbishing costs for the goods to be delivered by wear and tear caused by storage and/or damages by no use, will be invoiced separately. The Flottweg Service Conditions apply in their latest version at the time of refurbishing.

Acceptance

If no acceptance to be carried out has been agreed and Flottweg's scope ends with the delivery of the agreed scope of delivery, the provisions of Articles 38, 39, 40, 43 CISG shall apply accordingly. The notification of defects as defined in Article 39 (1) CISG shall be made within two weeks after delivery. After expiry of this period, the scope of delivery shall be deemed to have been accepted. The defined warranty conditions shall apply in addition.

After erection and commissioning of the machine/equipment Flottweg shall notify its readiness for acceptance of the machine/equipment in writing.

Without prejudice to the customer's obligation to inspect the machine/equipment and to report any contractual inconsistency regarding the machine/equipment, the customer shall declare its acceptance to Flottweg no later than 10 week(s) after dispatch of the machine/equipment (the agreed delivery condition according to Incoterms 2020 and the date stated on the shipping documents is crucial in this respect.) if the customer has not established any significant defect. The same shall apply if, for reasons for which Flottweg is not responsible, services prior to the readiness for acceptance, such as commissioning, are delayed. The same shall apply if the shipping date is delayed. In this case, due to the not yet existing shipping documents, the agreed readiness for dispatch date (EXW date) will be used as the starting event of the above-mentioned late delivery period. If the customer fails to make such declaration (including for reasons as mentioned in the foregoing sentence), the goods shall be considered as accepted on expiry of this deadline unless there is a significant defect regarding the machine/equipment and the customer has informed Flottweg of this defect. The customer shall in such case declare its acceptance without delay after Flottweg has rectified the notified significant defect.

Article 640 of the Civil Code (German BGB) shall not apply. Art. 38 ff. CISG und Art. 43 CISG remain unaffected.

Documentation

The scope of supply comprises of:

- Planning documents (in German or English). The planning documents will be provided in the form of Acrobat Reader files (PDF). Paper copies can be provided on request. Dimensional drawings are available in 2D Autocad.
- Operating instructions and maintenance manuals, in the language of the EU member state where installed, and in English for deliveries outside the EU. The instructions and manuals will be provided in the form of Acrobat Reader files (PDF). Paper copies can be provided on request.

Reports are monolingual and completed to the **Flottweg** standard. The documentation for machine accessories, purchased parts and system components etc. is to the appropriate standards of the manufacturer and in the standard language of the manufacturer. Special requests such as multi-lingual reports, documentation to the standard of the client, and additional copies may be sent on account.

Overview of Customer's Rights in the Event of Mal-Performance

If Flottweg fails to fulfil one of its obligations under the Agreement, the customer may demand in accordance with the contractual provisions and – unless stipulated otherwise in the Agreement – legal provisions of the CISG:

- fulfilment (article 46, paragraph 1, CISG), replacement (article 46, paragraph 2, CISG), repair (article 46, paragraph 3, CISG)
- annulment of the Agreement (article 49, CISG)
- reduction of the contractual price (article 50, CISG)
- compensation in accordance with contractual provisions and – unless stipulated otherwise in the Agreement – in accordance with articles 74, to 77, CISG.

Replacement/Repair

Flottweg shall be obliged to carry out replacement and repair under the contractual and – unless stipulated otherwise in the Agreement – legal provisions

Flottweg shall, at its discretion, repair or deliver free of defects all those parts free of charge that turn out to be non-conformant due to circumstances transpiring before the transfer of risk.

Flottweg shall be entitled in the context of improvement to undertake at least two attempts at rectifying a defective performance.

The customer may not exercise any rights before expiry of the set deadline(s) due to a violation of this Agreement unless it has received notification from Flottweg that Flottweg shall not be able to fulfil its contractual obligations by the set deadline(s). However, the customer shall reserve the right to demand compensation in accordance with the contractual provisions due to late performance.

Annulment

The customer shall be entitled to annul the Agreement in accordance with the contractual provisions and – unless stipulated otherwise in the Agreement – legal provisions.

The exercising of the right to annul the Agreement shall be subject to the replacement delivery or improvement having failed or the expiry without result of the appropriate deadline to be set by the customer for replacement delivery or improvement or this being unnecessary according to legal regulations.

The right to annul the Agreement shall only exist in the event of a serious contravention of this Agreement on the part of Flottweg.

Only the following contractual violations on the part of Flottweg shall, within the meaning of article 25, CISG be considered as significant and shall entitle the customer in accordance with the contractual provisions and – unless stipulated otherwise in the Agreement – legal provisions, to annul the Agreement:

- Productive use of the machine/equipment is not possible or is considerably restricted.
- Significant performance characteristics of the machine/equipment that are necessary for productive use are missing.

Reduction of Contractual Price

The customer shall be entitled to a reduction of the contractual price in accordance with the contractual provisions and – unless stipulated otherwise in the Agreement – legal provisions.

The exercising of the right to a reduction of the contractual price shall be subject to the replacement delivery or improvement having failed or the expiry without result of the appropriate deadline to be set by the customer for replacement delivery or improvement or this being unnecessary according to legal regulations.

The right to a reduction of the contractual price shall only exist in the event of a serious contravention of this Agreement on the part of Flottweg.

Compensation

Flottweg shall be entitled in accordance with the contractual provisions – and unless stipulated otherwise in the Agreement – legal provisions, to pay compensation for any damage caused.

Flottweg shall only be liable to the customer for compensation due to a contractual violation if this damage is due to a culpable contractual violation by Flottweg or its vicarious agents.

Special Regulations of Third Party Property Rights

Flottweg shall be liable for the violation of third party property rights in accordance with contractual and additional legal provisions subject to the following:

- The agreed scope of supply includes the freedom of the machine/equipment from third party property rights in the Federal Republic of Germany;
- Flottweg is not aware of any violations of property rights in other countries or other circumstances justifying such violations of property rights;
- Flottweg has examined whether the machine/equipment and Flottweg's other services violate any registered property rights in the Federal Republic of Germany;
- Flottweg shall not be obliged to carry out any further enquiries or examinations.

Cut-off Period

Customer's claims due to non-conform performance shall expire at the end of a cut-off period of 24 month(s) following the take-over of the delivery according to the agreed Incoterms.

The cut-off period for claims by the customer due to non-conform performance shall be postponed for the period in which replacement delivery and improvement are carried out.

Liability**(1) Flottweg shall be liable**

- under the Product Liability Act: without contractual limitations in accordance with legal provisions
- due to wilful intent: without contractual limitation in accordance with legal provisions
- for damage due to Flottweg having fraudulently concealed a defect: without contractual limitations in accordance with legal provisions
- for damage due to violation of a guarantee provided by Flottweg or a characteristic ensured by Flottweg: up to 15 % of the contractual price;
- for damage due to injury to life, limb and health due to an intentional or negligent breach of duty by Flottweg or other intentional or negligent conduct of one of Flottweg's legal representatives or vicarious agents: without contractual limitations in accordance with legal provisions
- for damage other than that listed under the provision in the previous bullet point, due to a grossly negligent breach of duty by Flottweg or other grossly negligent conduct of one of Flottweg's legal representatives or vicarious agents: up to 15 % of the contractual price.

(2) In cases other than those listed in paragraph 1 and as far as the damage is due to negligent violation of a significant (or "cardinal") obligation by Flottweg or one of Flottweg's legal representatives or vicarious agents, Flottweg shall be liable up to 15 % of the contractual price. Significant (or "cardinal") obligations are obligations which principally enable the proper carrying out of the Agreement in which the customer may trust in.**(3) Flottweg's liability due to negligence shall be excluded in cases other than those provided for in paragraphs 1 and 2.****(4) Flottweg's right to raise a plea of contributory negligence on the part of the customer's remains unaffected.****(5) The aforementioned provisions shall apply to all contractual and noncontractual claims for compensation from the customer irrespective of the legal basis of it and in accordance with Flottweg's liability for the reimbursement of wasted expenses**

Page 11/ 24

Offer no. 2514097.01– NutriS HR – Source ID 106921

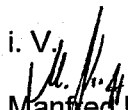
UN Convention on the International Sale of Goods

The offer shall be subject to the provision of the United Nations Convention on the International Sale of Goods (CISG).

As far as this contains no provisions, the law of the Federal Republic of Germany shall apply under the exclusion of international private law.

Flottweg SE

i. V.



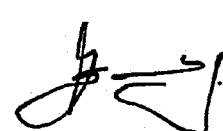
Manfred Kropp
Global Sales and
Application Engineer CPF

i. A.



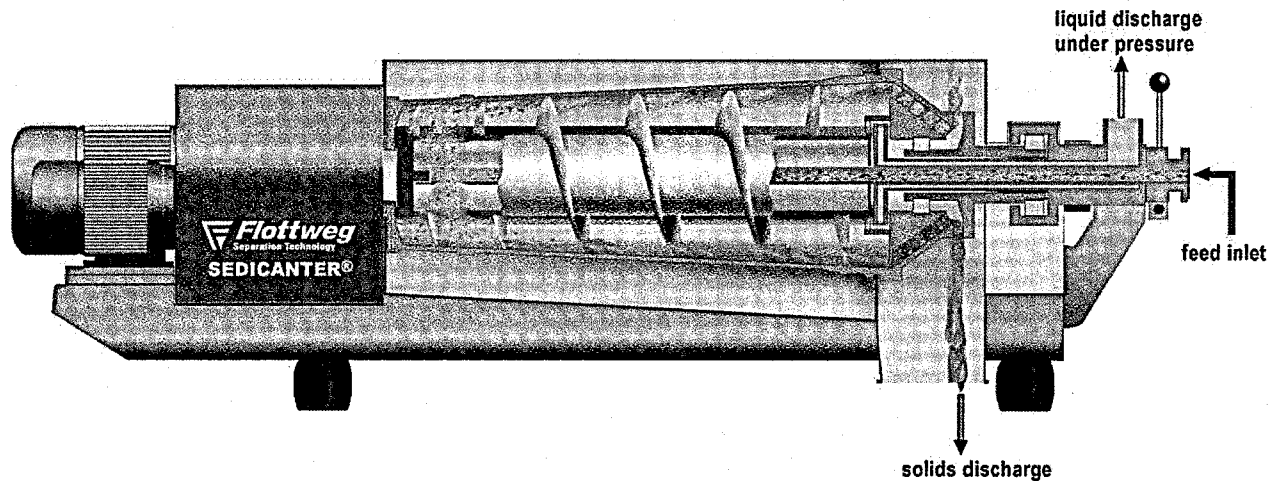
Lena Leovsky
Assistance Global Sales and
Application Management CPF

We hereby declare acceptance of your offer and order on the basis of the conditions which are mentioned in this offer no. 2514097.01.

Place, date

Signature, stamp

Technical description



Separation Task: Separation of bean protein.

Item 1 **FLOTTWEG SEDICANTER® S6E-3/408**
with SIMP-DRIVE® SP 3.11

3 off Horizontal, double-conical solid bowl centrifuge for the continuous separation of a liquid and a difficult-to-dewater fine solid suspension. The clarified liquid phase is discharged under pressure using an adjustable impeller at the cylindrical end. The externally adjustable impeller allows for the quick and precise adjustment of the pool depth inside the bowl during operation to accommodate changing process conditions. The dewatered solids are conveyed to the conical end of the bowl where they are discharged through ports via a combination of hydraulic pressure, internal scroll, and high G-force.

Technical Data:

Bowl ID	670 mm
Diameter/Length ratio	1 : 3
Cone angle	30°/3°
Volume	330 litres
Length/width/height	approx. 4527 x 1705 x 1270 mm
Weight	approx. 8250 kg
Bowl speed	3650 rpm (variable)
Max. acceleration factor	5000 x g
Differential speed	1.5 - 30 rpm (variable)
Nom. scroll torque	6000 Nm

Hygiene standard:

- Based on valid EHEDG guidelines crevice and dirt traps are avoided.
- Rinsing system for CIP cleaning of inner space of scroll and housing.
- Bowl and scroll product-contact-surfaces finished to Ra 1,6 – 3,2 µm
- Product contact surfaces of housing Ra max. 0,8 µm
- NSF-H1 approved lubricants within the product area
- Product-wetted sealings are FDA-conform and meet the requirements of (EG) 1935/2004, Art 3 Para 1.
- Product-wetted plastic components are also conform with (EG) 10/2011

With this Flottweg hygiene standard, we help ensure that your valuable product always meets your highest quality and safety aspects. The machine can be cleaned individually or integrated into an existing CIP system. This leads to a minimization of the costs and the expenditure of time of the cleaning cycles.

Material

Product wetted supporting bowl parts:	Duplex stainless steel 1.4463 with improved grade (equal to 2205)
Scroll:	stainless steel 1.4408 and 1.4571 / 1.4404 (equal to CF-8M and 316 Ti / 316 L)
Other product wetted component parts:	stainless steel 1.4571 / 1.4404 or similar (equal to 316 Ti / 316 L)
Belt guard:	chrome steel, powder-coated
Other, not product wetted component parts:	carbon steel, painted
component parts:	

Drive system**Bowl drive****Flottweg SIMP-DRIVE®**

Electric motor with V-belt drive.

Initial and operating speed settings via frequency inverter (Inverter not included in this item – please see item Control panel, if it is part of the offer).

Scroll drive

Co-rotating, multi-stage planetary gear with electric motor and V-belt drive. A special coupling step within the gear enables entirely independent operation of the scroll drive from the bowl drive. The gear is easily accessible, and is mounted away from the bearing blocks and the process area. Differential speed and overload cut-out are electronically controlled by scroll torque feedback via an analogue signal from the frequency inverter (Inverter and control not included in this item – please see item Control panel, if it is part of the offer).

Bearing Lubrication

Air/oil lubrication of main bearings

Air/oil lubrication requires minimal quantities of lubricants. This lubrication system produces an air/oil droplet mixture which is continuously delivered to the bearing blocks, and subsequently injected into the bearings via a nozzle. The oil is then separated from the transport air and, after it has been spent, is diverted to a vented collection tank.

In comparison to a forced circulating oil lubrication system, there are minimal friction/drag losses. A forced circulating system requires additional motive energy, and also cooling of the lube oil. With the air/oil system, the bearings are continuously provided with the proper amount of fresh, non-recycled oil, thus minimizing bearing temperature and maximizing bearing life.

The scroll bearings are manually grease lubricated while the centrifuge is not in operation.

Housing

- horizontally segmented housing
- cover sealed with a shaped flexible gasket
- rinsing device
- Flushing connections

Sealing system

Both shaft ends of the rotor and feed pipe are sealed with a shaft ring.

Scroll bearings are provided with slide ring seals or shaft seal rings.

Static seals: FKM (FDA certificates)

Scroll bearing seals: SIC-GLRD/FFKM (FDA certificates)

Sound insulation

The machine is provided with double walled sand filled upper casing. The rotor base is filled with sand and the underside sound is reduced via screwed-on insulated plate. The belt guard is also lined with sound insulation..

Painting

in accordance with Flottweg specification

"Surface protection for Flottweg Decanters"

colour RAL 5021 – water blue

colour RAL 7011 – iron grey

colour RAL 9006 – white aluminium

Covers

Drive belt guard is designed in accordance with EN guidelines.

Offer no. 2514097.01– NutriS HR – Source ID 106921

3 off **Electronic differential and bowl speed-measuring (DDM/TDM)**

3 off **Vibration control**

3 off **Temperature monitoring of main bearings**

3 off **Electrical drive motor for bowl**

Design:	in accordance with European Guidelines IEC 60034
Rated output:	90 kW
Voltage/frequency:	400 V / 50 Hz
Speed:	1500 min ⁻¹
Enclosure:	IP 55
Temperature protection:	3 PTC-thermistor sensors
Starting:	frequency converter, (not included in this item)

3 off **Electrical drive motor for scroll**

Design:	in accordance with European Guidelines IEC 60034
Rated output:	15 kW
Voltage/frequency:	400 V / 50 Hz
Speed:	1500 min ⁻¹
Enclosure:	IP 55
Temperature protection:	3 PTC-thermistor sensors
Starting:	frequency converter, (not included in this item)

Tools

Standard tool in tool box for regular service and operation works.
Standard mounting/dismantling device (as bearing puller)

Lubrication material

Lubrication material for first replacement filling of the offered unit.

3 off **Set of flexible connections**

Set of flexible connections to connect the decanter with the piping system free of vibrations, consisting of:

- 1 off Feed compensator
- 4 off Compensators for CIP connections
- 1 off Centrate compensator
- 1 off Solids compensator
- 1 off Condensate compensator

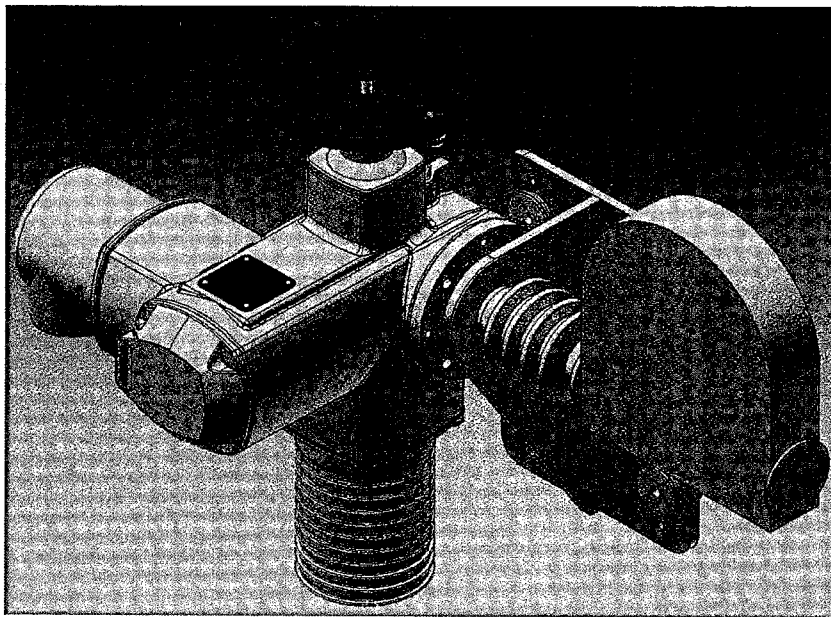
3 off

Automatic impeller disc

This adjustment unit of the impeller disc allows to control the settings at the operator panel. It consists of a gear motor, which activates the adjusting mechanics and a gear potentiometer which indicates the actual position of the impeller disc.

Additional advantage is an enhanced cleaning procedure of the machine as the required settings of the impeller system can be generated automatically for a most efficient cleaning (CIP).

This device is a supplementary equipment to the standard manual adjustment of the impeller disc.



Item 2 Control panel**a. Basic configuration
Electrical control cabinet**

Dimensions (WxHxD):	1600 x 2000 x 600 mm
	Base height 100mm
Housing:	Painted carbon steel RAL 7035
Operating voltage:	380 V / 50 Hz
Control voltage:	24 VDC / 230 VAC
Power feed:	L1, L2, L3, PE
Cable entry:	from below
Protection class:	IP54

Building and testing regulations

Electrical equipment:	IEC 60204-1
Low voltage directive:	2014/35/EU
Electromagn. compatibility directive:	2014/30/EU

List of components

Control cabinet housing:	ELDON
Control:	ET 200SP CPU 1510-F (Programmcode Siemens TIA)
IO-System:	SIEMENS ET200SP
Contactors:	EATON
Emergency stop module:	PILZ

Other electrical control cabinet components

Indicator lamps: "control voltage ON" / "fault indication active"
Overspeed monitoring (safety function)
Vibration monitoring (safety function)
Spare connection (230 VAC) for signal horn or flash light
Control differential speed

b. Main components

Frequency converter type: Siemens G120

Drives

1x Decanter Bowl-Drive	90 kW
1x Decanter SIMP-Drive	15 kW
1x Impeller disc remote controlled	0,04 kW

Machine equipment

1x Air-oil lubrication (Decanter)	0,1 kW
1x SIMP-Drive air cooled	
1x Measurement Decanter (Speed monitoring, vibration)	
1x Bearing temp. Decanter	

Plant equipment

1x Analog measurement
4x Digital output
1x Analog output
8x Digital input

c. Signal exchange

Type:	Dry contact
Output:	Common alarm signal Release product feed 2 programmable contacts
Input:	Discharge OK 2 programmable contacts

d. Control cabinet ventilation

To properly cool the control cabinet a filtered fan is installed in the door. This blows surrounding air directly into the control cabinet. An appropriately-sized outtake filter is provided to return the heated air to the surrounding environment.

Temperature range required: 5 - 30 °C

For other temperature ranges or special environmental conditions (SO₄ or H₂S pollution, salty atmosphere) a control cabinet ventilation is not allowed.

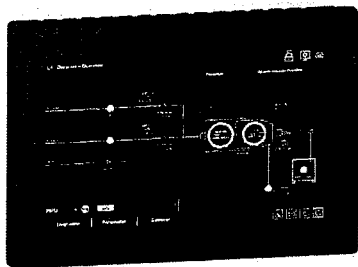
e. Remote Access (eWON COSY)

Installation of a Hardware Remote Access. Access to network only with permission by customer. An unauthorized access by Flottweg or a third party is not possible. The Remote Access can be disconnected at any time by an electrical contact.

Access mode: LAN

f. Operator panel

Touch Panel Line F 12"



Display:	12,1" Widescreen TFT-Display
Color Count:	16 MIO
Resolution:	16:9 (1280x800 pixel)
Protection class:	IP65 (front)

Surrounding conditions:

Temperature: 0°C - 40°C

Suitable for outdoor use: no

Extended vibrational resistance: no

g. Connection to a BUS system

Available BUS connection:	Profinet via PN-PN coupler
Communication type:	64 Byte read only

The following signals will be provided as read data:

Analog messages (REAL-data):	Bowl speed
	Differential speed
	Scroll torque
	Power consumption bowl
	Bearing temperature
	Number of revolutions
	Vibration
	Emptying times
	Energy consumption
Bit messages (BOOL-data):	Relevant alarms

Deviation from standard signal exchange only after consultation and at extra costs!

h. Scope of supply

- 1 x Delivery of control panel with scope as described in this offer
- 1 x Completion of an I/O test at Flottweg
- 1 x Control programming of the control panel and completing of an internal FAT according to Flottweg standards
- 1 x Documentation provided according to Flottweg standards

The control software does not include an automatic CIP program. This requires an additional control of the feed pump and all connection valves to the decanter unit. This feature is only available as an option with an additional price depending of the required scope.

i. Additional documentation will be provided in the control panel

Following documentation will be provided in a printed form.

Optionally this documentation can be provided electronically in .pdf format

- 1 x Wiring diagram and control panel layout
- 1 x Parts list of all devices
- 1 x Terminal layout
- 1 x Parameter lists for configured devices
- 1 x Functional description of operator panels if provided by Flottweg
- 1 x Operating manual
- 1 x Cable list (as necessary)

Appendix: General information about the offered cabinet

Environmental requirements (control cabinet):

Temperature: Depends upon cabinet cooling
No direct sunlight

Installation: Indoor

Limits according to EN 60721-3-3 class 3C2 (chemically-active):

SO₂ Sulphur dioxide: < 0,37 cm³/ m³ (ppm)
H₂S Hydrogen sulfide: < 0,36 cm³/ m³ (ppm)
NH₃ Ammonia: < 4,2 cm³/ m³ (ppm)
NO_x Nitrogen oxides: < 0,52 cm³/ m³ (ppm)

Limits according to EN 60721-3-3 class 3K3 (climatic):

Low relative humidity: 0,05
High relative humidity: 0,85
Low absolute humidity: 1 g/m³
High absolute humidity: 25 g/m³
Low barometric pressure: 70 kPa
High barometric pressure: 106 kPa

Limits according to EN 60721-3-3 class 3M1 (mechanical):

Displacement: 0.3 mm (from 2 to 9 Hz)
Acceleration: 1 m/s² (bei 9 bis 200 Hz)

Notes regarding electromagnetic compatibility (EMC):

The equipment is qualified for use in an industrial environment according to EN 61800-3 category C 3.2 CE. It is not intended for use in a public low-voltage network that also supplies residential areas.

residential areas.
High-frequency interference is to be expected if it is used in such a network. Additional interference suppression measures may be required.

Requirements for the power supply:

Power quality according to **DIN EN 61000-2-4**

Overvoltage resistance according to **DIN VDE0100 Part 443A (Cat. II)**

Terminal connections / exemptions:

The main power feed to the control cabinet and the connections to the terminals are not included in this offer. Verification and acceptance of the electrical installation at the customer site will be according to the local regulations and are the responsibility of the customer.

Specific requirements, such as remote connection, customer-requested devices, stainless steel or fiberglass housing, different paint colors, conductor colors and customer review of design, can also be taken into account; please contact us for further technical and commercial considerations.

Item 3 Engineering & Documentation

Flottweg SE will submit following documents and services

A. Documents and Services during the engineering phase (earliest 6 weeks after formal agreed order):

- Flottweg Planning Documents
 - General arrangement drawings (incl. weights and loads)
 - Utility requirements
 - Instructions for the correct installation and piping
 - Sound data sheet
 - Function plan (start/stop)
 - Motor list and data sheet
 - Instrument list (measuring points and data sheets)
 - CIP recommendations
 - Cabling description
 - Description of scroll torque control
 - Requirements for Frequency Converters
 - Lubrication specification
- P&ID diagrams
- Wiring diagrams for approval (pdf or ELCAD)
- Drawings of other equipment parts within the scope

B. Documents after FAT and shipment:

- Operating and maintenance manuals according to the machine directive
- Manuals with parts lists and cross-sectional drawings to enable you to order spare parts
- Material certificates for major (safety relevant) bowl parts 3.1 (according to prior agreement)
- Certificates of food compliance for sealing material and lubricants according FDA/EN1935/2004 (if applicable)
- Certificate of in-corporation according to machine directive 2006/42/EG
- Certificate of conformity according to low voltage directive
- Certificate of conformity according to electromagnetic compatibility directive 2014/30/EU
- Test run protocols (FAT) according Flottweg Standard ITP (Inspection and Test Plan)
 - Vibration velocity (RMS) of the rotor bearings (y and x axis)
 - Temperature of the main bearings
 - Function of electric monitoring instruments
 - Exam of collision of rotating and fixed machine parts
- Documentation of the control system
 - Circuit diagram (wiring diagram, layout, terminal diagram, parts list, cable list)
 - Specifications for programming (OP description, list of data points)
 - Parameter lists
 - Operation Manual / Maintenance Manual
 - Description of safety systems

C. Documents after start up (SAT):

- As-Built drawings (if not identical with the planning documents)
- Start up protocol
- Acceptance protocol

D. Additional Documents (according to prior agreement and additional costs):

-
- ITP (Inspection- and Testplan) according Flottweg Standard
- Productionplan
- Material certificates for all major bowl parts 3.1 (according to prior agreement)
- Material certificates 2.2 of product wetted major parts (scroll, feed pipe, housing etc.)
- Material certificates 2.1 of product wetted minor parts (bowl cover, screws, etc. (not for wear protection, wear bushings, scrapers etc.)
- Certificates for surface roughness R_a
- Motor test certificates
- Cause and Effect List
- Declaration of conformity according to machine directive 2006/42/EG for the delivered scope (only possible after successful check of installation)

Remark:

To issue the declaration of conformity it will be necessary that the client provides additional documents which are not in the scope of Flottweg. For example piping, cabling, steel work and static calculations.

In particular a safe and closed solids discharge has to be considered.

Not included:

- Specific material tests (z.B. PMI oder NDE)
- Tests and documents according cGMP Standard (DQ, IQ, OQ, PQ)
- Material certificates for wear protection
- Material certificates for non –product wetted parts
- Welding procedures und welding documentation
- Fabrication drawings
- Source code of the supplied PLC program (only backup version can be supplied)
- Ferrit testing protocols
- Riboflavin Test
- Copies of sub-orders
- Dokuments in native format
- Hydrostatic tests
- Risk analysis
- Spare parts list on customer-supplied sheets
- EHEDG/FDA Certificates (not possible for decanter centrifuges)
- Other documents considered by Flottweg as proprietary know-how or proprietary information of Flottweg

Item 5 Installation supervision

After delivery of the equipment and indication of readiness for installation.

Time supervision: 2 week(s) (5 days a week, 10 hour a day)

Personnel Flottweg: 1 technician

In the total price is included:

Experienced skilled personnel (local or English speaking), travel and vehicle costs as well as separation allowance and overtime bonus for our personnel. Waiting periods because of the customers fault will be charged extra according to Flottweg service conditions.

Item 6 Cold check, start-up and training

Subsequent to the installation start-up and training will be carried out by the supervisor.

Time for start-up and training: 2 week(s) (5 days a week, 10 hour a day)

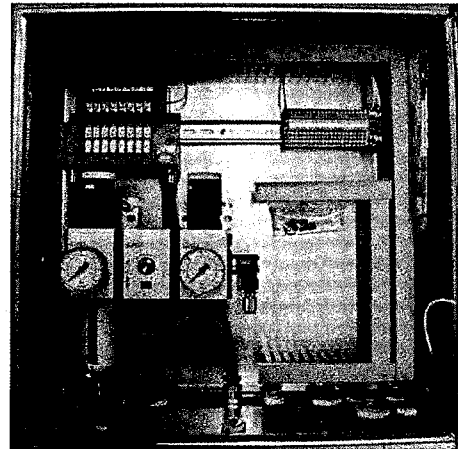
Personnel Flottweg: 1 technician
1 electrician

In the total price is included: Experienced skilled personnel (local or English speaking), travel and vehicle costs as well as separation allowance and overtime bonus for our personnel. Waiting periods because of the customers fault will be charged extra according to Flottweg service conditions.

OPTION:**Item CIP System**

This position consists of following items:

- 1 off Pneumatic pilot valve cabinet
(for control of customer provided process valves)
H x L x W: ca. 500 x 500 x 250 mm
Housing: Stainless Steel
Pilot valves: Bürkert



- 1 off CIP Program for Decanter

Exclusions:

The following items are not included in our scope of supply:

- Piping (inside + outside)
- Electrical installation (inside + outside)
- All construction work, foundations, ductwork, openings, interior structural work ...
- All piping, fittings, compensators ...
- Steel work, grates, shaft covers ...
- Electrical, measurement, and control equipment, lighting, grounding, lightning arrester, wiring ...
- Heating, ventilation, air conditioning
- Unloading
- Everything unless expressly stated in this offer

All technical changes occurring within the context of further product development reserved.

Protection of the discharge openings

If the protection of the discharge openings on the centrifuge is not included in the scope of delivery of Flottweg, the responsibility for the protection lies with the customer. Flottweg will assist in the selection of the protection or provide corresponding descriptions. In this case, a feedback to Flottweg for the implementation of the protection is required.

Auftraggeber
NutriS Farm d.o.o.
Varazdinska 68
33520 NOVI SENKOVAC
KROATIEN

Warenempfänger
NutriS Farm d.o.o.
Varazdinska 68
33520 NOVI SENKOVAC
KROATIEN

Versandanweisung		Seite 1 von 9
Belegnr./ -datum	80006886 / 08.12.2023	
Versandauftragsnr./ -datum	2007374 / 08.12.2023	
Auftragsnr./ -datum	2992 / 29.11.2023	
Source-ID	106921	
Ihre Kundenr.	1267940	
Lieferbedingungen	CIP Novi Senkovac	
Lieferdatum	19.12.2023	
Versandart	Speditions-LKW	

ProjNr./Name N2/00528 / NutriS HR - potato/pea/bean protein - S6

Container/ LKW -Nr	Packstück- Nr.	Packmittel- art	Nettogewicht	Bruttogewicht	Länge	Breite	Höhe	Verpacker	Serialnummer	Materialnummer Materialbezeichnung	Klassifizierung	Menge	PSP-Element Bezeichnung	Netzplan- Nummer /-Vorgang
									200101401	1004.9936 Dekanter vollst.		1 ST	N2/00528-10- 02.01.01.001	4058235/00 10
										1078.600.00-04 Schlauch		2 ST	N2/00528-10- 02.01.01.001	4058235/00 40
										1078.572.00-03 Schlauch		2 ST	N2/00528-10- 02.01.01.001	4058235/00 40
										1165.108.00 Rohrverbinder		2 ST	N2/00528-10- 02.01.01.001	4058235/00 40
										1000.7299 Öl-Luftschmieraggregat		1 ST	N2/00528-10- 02.01.01.001	4058235/00 40
										1002.175.00-01 Schmieröl		1 ST	N2/00528-10- 02.01.01.001	4058235/00 40
										1002.8165 Konstantdruck-Regelventil vollst.		1 ST	N2/00528-10- 02.01.01.001	4058235/00 40

Versandanweisung		Seite 2 von 9
Belegnr./ -datum	80006886 / 08.12.2023	
Versandauftragsnr./ -datum	2007374 / 08.12.2023	

Container/ LKW -Nr	Packstück- Nr.	Packmittel- art	Nettogewicht	Bruttogewicht	Länge	Breite	Höhe	Verpacker	Serialnummer	Materialnummer Materialbezeichnung	Klassifizierung	Menge	PSP-Element Bezeichnung	Netzplan- Nummer /-Vorgang
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										2608.459.00 Scheibe		1 ST	N2/00528-10- 02.01.01.002	4058235/00 20
										1007.036.00 Abzieharme		1,0 SAT	N2/00528-10- 02.01.01.002	4058235/00 20
										1223.058.00 Montagepaste		1 ST	N2/00528-10- 02.01.01.002	4058235/00 20
										0079.034.00 Doppelmaulschlüssel		1 ST	N2/00528-10- 02.01.01.002	4058235/00 20
										0036.011.00 Sechskantschraubendreher		1 ST	N2/00528-10- 02.01.01.002	4058235/00 20
										0036.012.00 Sechskantschraubendreher		1 ST	N2/00528-10- 02.01.01.002	4058235/00 20
										0036.013.00 Sechskantschraubendreher		1 ST	N2/00528-10- 02.01.01.002	4058235/00 20
										0025.002.00 Ringschraube		1 ST	N2/00528-10- 02.01.01.002	4058235/00 20
										2390.263.00 Schlauchleitung		1 ST	N2/00528-10- 02.01.01.002	4058235/00 20
										1007.034.00 Innen-Einsprengzange		1 ST	N2/00528-10- 02.01.01.002	4058235/00 20
										1007.035.00 Außen-Einsprengzange		1 ST	N2/00528-10- 02.01.01.002	4058235/00 20

Versandanweisung		Seite 3 von 9
Belegnr./ -datum	80006886 / 08.12.2023	
Versandauftragsnr./ -datum	2007374 / 08.12.2023	

Container/ LKW -Nr	Packstück- Nr.	Packmittel- art	Nettogewicht	Bruttogewicht	Länge	Breite	Höhe	Verpacker	Serialnummer	Materialnummer Materialbezeichnung	Klassifizierung	Menge	PSP-Element Bezeichnung	Netzplan- Nummer /-Vorgang
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										0044.619.31 Sechskantschraube		4 ST	N2/00528-10- 02.01.01.002	4058235/00 20
										1007.049.00 Verlängerung		1 ST	N2/00528-10- 02.01.01.002	4058235/00 20
										1002.175.00-01 Schmieröl		1 ST	N2/00528-10- 02.01.01.002	4058235/00 20
										1007.050.00 Sechskant- Schraubendreher-Einsatz		1 ST	N2/00528-10- 02.01.01.002	4058235/00 20
										1007.056.00 Steckschlüsseinsatz		1 ST	N2/00528-10- 02.01.01.002	4058235/00 20
										1007.057.00 Steckschlüsseinsatz		1 ST	N2/00528-10- 02.01.01.002	4058235/00 20
										1007.058.00 Steckschlüsseinsatz		1 ST	N2/00528-10- 02.01.01.002	4058235/00 20
										1007.059.00 Kardangelenk		1 ST	N2/00528-10- 02.01.01.002	4058235/00 20
										1007.051.00 Knarre-umschaltbar		1 ST	N2/00528-10- 02.01.01.002	4058235/00 20
										2390.230.10 Montagevorrichtung		1 ST	N2/00528-10- 02.01.01.002	4058235/00 20

Versandanweisung		Seite 4 von 9
Belegnr./ -datum	80006886 / 08.12.2023	
Versandauftragsnr./ -datum	2007374 / 08.12.2023	

Container/ LKW -Nr	Packstück- Nr.	Packmittel- art	Nettogewicht	Bruttogewicht	Länge	Breite	Höhe	Verpacker	Serialnummer	Materialnummer Materialbezeichnung	Klassifizierung	Menge	PSP-Element Bezeichnung	Netzplan- Nummer /-Vorgang
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										2608.749.10 Abdrückscheibe		1 ST	N2/00528-10- 02.01.01.002	4058235/00 20
										2619.329.00 Abdrückschraube		2 ST	N2/00528-10- 02.01.01.002	4058235/00 20
										2390.231.00 Abziehvorrichtung		1 ST	N2/00528-10- 02.01.01.002	4058235/00 20
										1007.063.00 Knarre-umschaltbar		1 ST	N2/00528-10- 02.01.01.002	4058235/00 20
										2390.210.00-05 Vorspannmeßgerät		1 ST	N2/00528-10- 02.01.01.002	4058235/00 20
										1002.195.00-02 Getriebeöl		1 ST	N2/00528-10- 02.01.01.002	4058235/00 20
										1002.017.00-02 Wälzlagerfett		2 ST	N2/00528-10- 02.01.01.002	4058235/00 20
										2631.560.00 HTS-Wehr		1 ST	N2/00528-10- 02.01.01.002	4058235/00 20
										2631.561.00 HTS-Wehr		1 ST	N2/00528-10- 02.01.01.002	4058235/00 20
										1044.040.00 Lastbock-Gewinde		2 ST	N2/00528-10- 02.01.01.002	4058235/00 20
										1007.054.00 Abzieher		1 ST	N2/00528-10- 02.01.01.002	4058235/00 20

Versandanweisung		Seite 5 von 9
Belegnr./ -datum	80006886 / 08.12.2023	
Versandauftragsnr./ -datum	2007374 / 08.12.2023	

Container/ LKW -Nr	Packstück- Nr.	Packmittel- art	Nettogewicht	Bruttogewicht	Länge	Breite	Höhe	Verpacker	Serialnummer	Materialnummer Materialbezeichnung	Klassifizierung	Menge	PSP-Element Bezeichnung	Netzplan- Nummer /-Vorgang
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										0079.024.00 Doppelmaulschlüssel		1 ST	N2/00528-10- 02.01.01.002	4058235/00 20
										0079.029.00 Doppelmaulschlüssel		1 ST	N2/00528-10- 02.01.01.002	4058235/00 20
										0079.032.00 Doppelmaulschlüssel		1 ST	N2/00528-10- 02.01.01.002	4058235/00 20
										1007.060.00 Verlängerung		1 ST	N2/00528-10- 02.01.01.002	4058235/00 20
										1002.8165 Konstantdruck-Regelventil vollst.		1 ST	N2/00528-10- 02.01.01.003	4058235/00 30
										1003.7425 Kompensator vollst.		2 ST	N2/00528-10- 02.01.01.003	4058235/00 30
										2301.381.10 Kompensator vollst.		1 ST	N2/00528-10- 02.01.01.003	4058235/00 30
										2140.016.00 Kompensator vollst.		1 ST	N2/00528-10- 02.01.01.003	4058235/00 30
										2140.014.00 Kompensator vollst.		2 ST	N2/00528-10- 02.01.01.003	4058235/00 30
										1001.0014 Haltegestell		1 ST	N2/00528-10- 02.01.01.003	4058235/00 30
									200101405	1004.9945 Dekanter vollst.		1 ST	N2/00528-10- 02.01.02.001	4058236/00 10

Versandanweisung		Seite 6 von 9
Belegnr./ -datum	80006886 / 08.12.2023	
Versandauftragsnr./ -datum	2007374 / 08.12.2023	

Container/ LKW -Nr	Packstück- Nr.	Packmittel- art	Nettogewicht	Bruttogewicht	Länge	Breite	Höhe	Verpacker	Serialnummer	Materialnummer Materialbezeichnung	Klassifizierung	Menge	PSP-Element Bezeichnung	Netzplan- Nummer /-Vorgang
										1078.600.00-04 Schlauch		2 ST	N2/00528-10- 02.01.02.001	4058236/00 40
										1078.572.00-03 Schlauch		2 ST	N2/00528-10- 02.01.02.001	4058236/00 40
										1165.108.00 Rohrverbinder		2 ST	N2/00528-10- 02.01.02.001	4058236/00 40
										1000.7299 Öl-Luftschmieraggregat		1 ST	N2/00528-10- 02.01.02.001	4058236/00 40
										1002.175.00-01 Schmieröl		1 ST	N2/00528-10- 02.01.02.001	4058236/00 40
										1002.8165 Konstantdruck-Regelventil vollst.		1 ST	N2/00528-10- 02.01.02.001	4058236/00 40
										1002.175.00-01 Schmieröl		1 ST	N2/00528-10- 02.01.02.002	4058236/00 20
										1002.017.00-02 Wälzlagerfett		2 ST	N2/00528-10- 02.01.02.002	4058236/00 20
										1002.195.00-02 Getriebeöl		1 ST	N2/00528-10- 02.01.02.002	4058236/00 20
										2631.560.00 HTS-Wehr		1 ST	N2/00528-10- 02.01.02.002	4058236/00 20
										2631.561.00 HTS-Wehr		1 ST	N2/00528-10- 02.01.02.002	4058236/00 20

Versandanweisung		Seite 7 von 9
Belegnr./ -datum	80006886 / 08.12.2023	
Versandauftragsnr./ -datum	2007374 / 08.12.2023	

Container/ LKW -Nr	Packstück- Nr.	Packmittel- art	Nettogewicht	Bruttogewicht	Länge	Breite	Höhe	Verpacker	Serialnummer	Materialnummer Materialbezeichnung	Klassifizierung	Menge	PSP-Element Bezeichnung	Netzplan- Nummer /-Vorgang
										1002.8165 Konstantdruck-Regelventil vollst.		1 ST	N2/00528-10- 02.01.02.003	4058236/00 30
										1003.7425 Kompensator vollst.		2 ST	N2/00528-10- 02.01.02.003	4058236/00 30
										2301.381.10 Kompensator vollst.		1 ST	N2/00528-10- 02.01.02.003	4058236/00 30
										2140.016.00 Kompensator vollst.		1 ST	N2/00528-10- 02.01.02.003	4058236/00 30
										2140.014.00 Kompensator vollst.		2 ST	N2/00528-10- 02.01.02.003	4058236/00 30
										1001.0014 Haltegestell		1 ST	N2/00528-10- 02.01.02.003	4058236/00 30
									200101768	1004.9947 Dekanter vollst.		1 ST	N2/00528-10- 02.01.03.001	4058237/00 10
										1078.600.00-04 Schlauch		2 ST	N2/00528-10- 02.01.03.001	4058237/00 40
										1078.572.00-03 Schlauch		2 ST	N2/00528-10- 02.01.03.001	4058237/00 40
										1165.108.00 Rohrverbinder		2 ST	N2/00528-10- 02.01.03.001	4058237/00 40
										1000.7299 Öl-Luftschmieraggregat		1 ST	N2/00528-10- 02.01.03.001	4058237/00 40
										1002.175.00-01 Schmieröl		1 ST	N2/00528-10- 02.01.03.001	4058237/00 40

Versandanweisung		Seite 8 von 9
Belegnr./ -datum	80006886 / 08.12.2023	
Versandauftragsnr./ -datum	2007374 / 08.12.2023	

Container/ LKW -Nr	Packstück- Nr.	Packmittel- art	Nettogewicht	Bruttogewicht	Länge	Breite	Höhe	Verpacker	Serialnummer	Materialnummer Materialbezeichnung	Klassifizierung	Menge	PSP-Element Bezeichnung	Netzplan- Nummer /-Vorgang
										1002.8165 Konstantdruck-Regelventil vollst.		1 ST	N2/00528-10- 02.01.03.001	4058237/00 40
										1002.175.00-01 Schmieröl		1 ST	N2/00528-10- 02.01.03.002	4058237/00 20
										1002.017.00-02 Wälzlagerfett		2 ST	N2/00528-10- 02.01.03.002	4058237/00 20
										1002.195.00-02 Getriebeöl		1 ST	N2/00528-10- 02.01.03.002	4058237/00 20
										2631.560.00 HTS-Wehr		1 ST	N2/00528-10- 02.01.03.002	4058237/00 20
										2631.561.00 HTS-Wehr		1 ST	N2/00528-10- 02.01.03.002	4058237/00 20
										1002.8165 Konstantdruck-Regelventil vollst.		1 ST	N2/00528-10- 02.01.03.003	4058237/00 30
										1003.7425 Kompensator vollst.		2 ST	N2/00528-10- 02.01.03.003	4058237/00 30
										2301.381.10 Kompensator vollst.		1 ST	N2/00528-10- 02.01.03.003	4058237/00 30
										2140.016.00 Kompensator vollst.		1 ST	N2/00528-10- 02.01.03.003	4058237/00 30
										2140.014.00 Kompensator vollst.		2 ST	N2/00528-10- 02.01.03.003	4058237/00 30

Versandanweisung		Seite 9 von 9
Belegnr./ -datum	80006886 / 08.12.2023	
Versandauftragsnr./ -datum	2007374 / 08.12.2023	

Container/ LKW -Nr	Packstück- Nr.	Packmittel- art	Nettogewicht	Bruttogewicht	Länge	Breite	Höhe	Verpacker	Serialnummer	Materialnummer Materialbezeichnung	Klassifizierung	Menge	PSP-Element Bezeichnung	Netzplan- Nummer /-Vorgang
										1001.0014 Haltegestell		1 ST	N2/00528-10- 02.01.03.003	4058237/00 30
									200098428	1003.9647 Schaltschrank-Liefereinheit 2		1 ST	N2/00528-10- 03.01.01	4058243/00 10
									200098429	1004.1393 Bedienpult-Liefereinheit 2		1 ST	N2/00528-10- 03.01.01	4058243/00 10
									200098433	1003.9648 Schaltschrank-Liefereinheit 3		1 ST	N2/00528-10- 03.02.01	4058244/00 10
									200098434	1004.1394 Bedienpult-Liefereinheit 3		1 ST	N2/00528-10- 03.02.01	4058244/00 10
									200098439	1003.9649 Schaltschrank-Liefereinheit 4		1 ST	N2/00528-10- 03.03.01	4058245/00 10
									200098440	1004.1395 Bedienpult-Liefereinheit 4		1 ST	N2/00528-10- 03.03.01	4058245/00 10

Flottweg SE, Industriestr. 6 - 8, D-84137 Vilsbiburg

NutriS Farm d.o.o.
Varazdinska 68
33520 NOVI SENKOVAC
CROATIA

Ship-to party
NutriS Farm d.o.o.
Varazdinska 68
33520 NOVI SENKOVAC
CROATIA

Project no. N2/00528
Project name NutriS HR - potato/pea/bean protein - S6
Payment target within 14 days due net
Terms of delivery CIP Novi Senkovac (Incoterms ® 2020)
Shipping type forwarding agent
Document currency EUR

Packing list 049151 dd. 19.12.2023
Shipping no. 80006886

Packing list 049158 dd. 19.12.2023
Shipping no. 80006909

final invoice according to the agreed latest date: 27.02.2024 = Performance date

Invoice	
Document number	90053107
Document date	27.02.2024
Order number	2992/ 29.11.2023
P.O. number	Unterschriebenes Ang
P.O. date	28.11.2023
Your customer no.	1267940
Your VAT no.	HR99561875475
Our VAT no.	DE811140623
Person responsible	Frau Eva Westenthanner
Telephone	08741 301 1916
E-Mail	westen@flottweg.com

Description	Amount
Decanter plant consisting of: 3 pc. Flottweg Sedicanter S6E-3/408 hyg. with Simp-Drive SP 3.11 (serial no. 200101401 / material no. 1004.9936) (serial no. 200101405 / material no. 1004.9945) (serial no. 200101768 / material no. 1004.9947) complete with accessories	
Total order value gross	964.500,00
Net total	964.500,00

Deutsche Bank, München
IBAN: DE25 7007 0010 0870 2110 00
BIC: DEUT DE MM XXX Konto-Nr.: 8 702 110 00

Bayerische Landesbank, München
IBAN: DE06 7005 0000 0000 0301 76
BIC: BY LA DE MM XXX Konto-Nr.: 30176

Commerzbank, Regensburg
IBAN: DE62 7508 0003 0195 6760 00
BIC: DRES DE FF 750 Konto-Nr.: 0195676000

Flottweg SE
Amtsgericht Landshut HRB8839

Vorsitzender des Aufsichtsrats:
Klaus Kirchesch

Vorstand:
Dr. Kersten Christoph Link (Sprecher) Klaus Huber
84131 Vilsbiburg
Deutschland

Flottweg SE
Industriestr. 6-8
84137 Vilsbiburg
Deutschland

Flottweg SE
Postfach 11 60
84131 Vilsbiburg
Deutschland

Telefon: +49 8741 301-0
Telefax: +49 8741 301-300
E-Mail: mail@flottweg.com
http://www.flottweg.com

VAT-Id-No. DE 811 140 623

Invoice

Document number 90053107
Document date 27.02.2024

VAT	0,00 %		0,00
Payment on account		868.050,00	
Gross total			964.500,00

Please kindly transfer stating our invoice number 90053107 and order number 2992 as follows:
Until 12.03.2024 : 96.450,00 EUR

Down payment made till the stage of the invoice creation

Document number	Paid on	Net value	Tax rate	Tax amount	Gross amount	Credit
94006843	07.12.2023	868.050,00	0,00	0,00	868.050,00	868.050,00

Flottweg SE

Klaus Huber
Executive Vice President
Finance and administration

i.A. Eva Westenthanner

Representative: Flottweg Denmark & Sweden ApS
E. C. - delivery free of taxes according § 4 Nr. 1b UStG & § 6a UStG

Deutsche Bank, München
IBAN: DE25 7007 0010 0870 2110 00
BIC: DEUT DE MM XXX Konto-Nr.: 8 702 110 00

Bayerische Landesbank, München
IBAN: DE06 7005 0000 0000 0301 76
BIC: BYLA DE MM XXX Konto-Nr.: 30176

Commerzbank, Regensburg
IBAN: DE62 7508 0003 0195 6760 00
BIC: DRES DE FF 750 Konto-Nr.: 0195676000

Flottweg SE
Amtsgericht Landshut HRB8839

Vorsitzender des Aufsichtsrats:
Klaus Kirchesch

Vorstand:
Dr. Kersten Christoph Link (Sprecher)
Klaus Huber

Flottweg SE
Industriestr. 6-8
84137 Vilsbiburg
Deutschland

Flottweg SE
Postfach 11 60
84131 Vilsbiburg
Deutschland

Telefon: +49 8741 301-0
Telefax: +49 8741 301-300
E-Mail: mail@flottweg.com
http://www.flottweg.com

VAT-Id-No. DE 811 140 623

GENERAL TERMS AND CONDITIONS

General Conditions of Delivery and Payment

Version: 01.02.2021

These General Conditions of Delivery and Payment shall apply for:

1. persons who act in execution of their commercial or freelance professional activity at the time a contractual agreement is concluded (entrepreneurs);
2. legal entities under public law or a public-law special asset.

I. General Provisions

1. All deliveries and services shall be governed by these conditions as well as any separate contractual agreements. Any deviating purchasing conditions of the customer shall not form part of the contractual conditions even by acceptance of an order.
2. A contract shall be concluded – unless otherwise agreed – with Flottweg's order confirmation.
3. Without contractual limitation and according to legal provisions, the customer may offset claims resulting from this Agreement and aimed at payment due to failure of Flottweg to deliver or due to defects on the machine/equipment against Flottweg's claim for payment of the contract price. The customer may only offset claims other than those listed in sentence 1 of this paragraph against claims from Flottweg if these are undisputed or legally enforceable or ready for decision. The customer shall only be entitled to withhold payments if its counterclaims are undisputed or legally enforceable or ready for decision. In all other respects, reference is made to the contractual provisions regarding the terms of payment.

II. Subject of Contract

1. Flottweg shall be obliged to deliver to the customer, i.e. transfer of the ownership and the procurement of ownership of the machine/equipment described in the technical specifications.
2. The scope of Flottweg's services shall be decided by the specifications applying at conclusion of the Agreement. The specifications of the machine/equipment shall be not constituted as a guarantee for their condition nor any assurance as to their characteristics. The provision of guarantees as to the condition of the machine/equipment and assurances as to its characteristics by Flottweg shall be made in writing.

III. Delivery Time, Delay

1. The Delivery Time shall be in accordance with the agreements between both parties.
2. The adherence to the delivery date by Flottweg shall require the clarification between the contractual parties of all commercial and technical issues and the customer's fulfilment of all its obligations such as e. g. procuring all the necessary official certificates or permits or making a down payment, as well as the fulfilment of any other obligation if any agreed on (e.g. issuing any payment bond or Letter of Credit). The delivery date shall be extended accordingly if this is not the case. Any expenses arising out of a delay of the before mentioned obligations of the customer, shall be charged to the customer beginning one month after the appropriate due dates of such obligations. This shall not be the case if Flottweg is responsible for the delay.
3. Adherence to the delivery date shall be subject to correct and punctual self-delivery. Flottweg shall announce foreseeable delays as soon as possible.
4. The delivery date shall be deemed to have been fulfilled if the machine/equipment has left the Flottweg factory or has been announced as ready for dispatch within the agreed timeline. As far as an acceptance is to take place pursuant to article 640 of the Civil Code, other than in the case of justified refusal or unless agreed otherwise, the acceptance date or otherwise the goods being ready for acceptance shall be definitive.
5. If the shipping or acceptance of the machine/equipment pursuant to article 640 of the Civil Code is delayed due to the customer, the customer shall be charged for the costs due to the delay commencing one month after notification that the goods are ready for shipping or acceptance.
6. If non-compliance with the delivery time is due to Force Majeure in the meaning of unforeseeable circumstances which are beyond Flottweg's control, the delivery time shall be extended accordingly. Force majeure circumstances shall include, but are not limited to, acts of war, epidemics, pandemics, natural disasters, strikes, labour disputes and

and any governmental restrictions. Flottweg shall inform the customer as soon as possible as to the start and the end of such circumstances. Insofar as Flottweg is required to perform services, these may be refused due to Force Majeure. If travel into or of a country is only possible with impediments or under special circumstances, the customer shall bear any costs incurred in this context.

7. If it finally becomes impossible for Flottweg to carry out all the services before the risk is transferred, the customer has the right to withdraw from the Agreement without stating any deadline. The customer may also annul the Agreement in case a part of the delivery becomes impossible and if he is of a justified interest in a refusal of a partial delivery. In any other case the customer shall pay the contractual price according to the partial delivery. The same shall apply for any case of inability of Flottweg. If an impossible or inability takes place during the delay in acceptance or if the customer is solely or largely responsible for these circumstances, the customer shall remain obliged to provide consideration.
8. If the customer is entitled to withdraw from the Agreement due to delay of Flottweg in providing a service, the customer shall be obliged to declare within a reasonable period of time whether it intends to exercise its right of withdrawal. In the event of a delay on the part of Flottweg in providing a service, the customer shall set a reasonable period of grace and send Flottweg a written reminder to this end.
The customer's right of withdrawal based on the above-mentioned delay shall only arise upon expiry of the aforementioned grace period or, in the case of contractually agreed liquidated damages, upon reaching the relevant limit of liability.

IV. Payment, Taxes

1. The contract price for the deliveries and Flottweg's other services shall be stated in the price list, including packaging. Any potential value added tax shall be not included in the price. If VAT is applicable, the customer shall pay the agreed contract price and additionally the applicable VAT, after the relevant invoice was issued. The VAT rate applicable at the time the service is provided shall be decisive for the calculation of the VAT. All amounts are generally payable without any deduction or holdback of taxes or other fees. If the customer is obligated to deduct or holdback taxes or fees from the contract price, the customer has to pay the additional sums, which are necessary that Flottweg receives the amount Flottweg would receive without any deduction or holdback.

V. Packaging, Transfer of Risk

1. The machine/equipment shall be shipped in packaging that warrants the integrity of the machine/equipment against damage and corrosion when transported under normal and foreseeable circumstances. Unless the Agreement provides otherwise, the marking shall be made in waterproof colours on three sides in German and state the following: Agreement No., package No., up, do not tilt, gross weight, net weight and recipient's address.
2. Unless stated otherwise in the Agreement, the risk shall pass to the customer after the machine/equipment has left the factory even if partial deliveries take place or if Flottweg has accepted other services, e. g. shipping costs or delivery and assembly.
3. If shipping is delayed or does not take place due to circumstances not due to Flottweg, the risk shall pass to the customer on the day on which the goods are announced as ready for shipping.
4. Partial deliveries shall be allowed as far as they are reasonable for the customer and insofar as not otherwise contractually agreed.

VI. Documentation

The scope of supply comprises of:

- Planning documents (in German or English). The planning documents will be provided in the form of Acrobat Reader files (PDF). Paper copies can be provided on request. Dimensional drawings are available in 2D Autocad.
- Operating instructions and maintenance manuals, in the language of the EU member state where installed, and in English for deliveries outside the EU. The instructions and manuals will be provided in the form of Acrobat Reader files (PDF). Paper copies can be provided on request.

Reports are monolingual and completed to the Flottweg standard. The documentation for machine accessories, purchased parts and system components etc. is to the appropriate standards of the manufacturer and in the standard language of the manufacturer. Special requests such as multi-lingual reports, documentation to the standard of the client, and additional copies may be sent on account.

VII. Other Duties and Obligations of the Customer

1. The proper and timely performance of the delivery and services by Flottweg shall require the proper and timely carrying out of all necessary cooperation by the customer.
2. Any defects in Flottweg's deliveries and services shall be claimed by the customer in writing in a comprehensible and detailed form, stating all information useful for the detection of the defect; in particular, the stages of work which led to the appearance of the defect, the consequences as well as the visual appearance of the defect shall be stated.
3. Subject to an alternative contractual agreement, the customer shall also be obligated in particular:
 - a) to refrain from repairing the machine/equipment itself or from having third parties do so improperly;
 - b) to refrain from carrying out alterations to the machine/equipment without authorization and in particular without Flottweg's prior approval;
 - c) to refrain from using the machine/equipment in an unsuitable or improper manner;
 - d) to refrain from carrying out defective erection or commissioning;
 - e) to refrain from handling the machine/equipment in an improper or negligent manner;
 - f) to maintain the machine/equipment properly;
 - g) to refrain from using unsuitable materials;
 - h) to select a suitable ground for the machine/equipment;
 - i) to refrain from exposing the machine/equipment to chemical, electrochemical or electrical influences.

VIII. Transfer of Ownership

1. Flottweg shall reserve ownership of the machine/equipment until receipt of all payments including any additional ancillary services under the delivery agreement.
2. During the period of reservation of ownership, Flottweg shall be entitled to insure the machine/equipment at the customer's expense against theft, breakage, fire or water damage or other damage unless it is clear that the customer has itself concluded such insurance.
3. The customer may not sell, pledge or transfer the machine/equipment by way of security during the period of reservation of ownership. The customer shall inform Flottweg immediately in the event of distraint, seizure or other order from third parties during the period of reservation of ownership.
4. During the period of reservation of ownership in case the customer acting in a manner inconsistent with the Agreement, particularly in the case of late payment, Flottweg shall be entitled to take back the machine/equipment following a demand for payment and the customer shall be obliged to hand it over.
5. Based on the reservation of ownership, Flottweg may only demand the return of the machine/equipment if it has cancelled the Agreement.
6. During the period of reservation of ownership Flottweg shall be entitled to withdraw from the Agreement and to demand the immediate return of the machine/equipment in case of opening insolvency proceedings of the customer's assets.

IX. Customer's Rights in the Event of Mal-Performance

For any Material Defects and Defects of Title Flottweg shall warrant as follows:

1. Material Defects
 - a) All those parts which turn out to be useless or considerably impaired with regard to their usability shall be repaired or supplied anew, free of charge at Flottweg's discretion, due to circumstances which occurred prior to passing of risk. Flottweg shall immediately be informed in writing if such defects are found. The replaced parts shall be Flottweg's property.
 - b) The customer shall, on consultation, give Flottweg the necessary time in order to carry out all improvements and replacement deliveries that appear necessary.
 - c) Flottweg shall bear the costs of the replacement part and the shipping as far as the complaint turns out to be justified that arising from the improvement or replacement delivery. Flottweg shall also bear the costs of removal and installation and the costs of providing the necessary assembly and support staff including travelling expenses provided this does not lead to disproportionately high costs for Flottweg.
 - d) The customer shall, in line with legal provisions be entitled to withdraw from the Agreement if Flottweg – bearing in mind the legal exceptions – allows an appropriate deadline given to Flottweg for improvement or replacement delivery due to a material defect to pass without result. The customer shall be entitled to a reduction of the contractual price in the event of an insignificant defect. There shall otherwise be no right of reduction of the contractual price.
 - e) Any further claims shall be according to Section X. of these General Conditions of Delivery and Payment.

- f) The aforementioned warranty obligations pursuant to Section IX. No. 1 a) – e) shall not apply to defects or damages which have been caused for the following reasons:
- Improper or incorrect use by the customer or third parties
 - Faulty assembly or commissioning by the customer or third parties
 - Use of spare parts not purchased via Flottweg
 - Improper maintenance
 - Repair by the customer or third parties
 - Use of unsuitable materials
 - Use of the machine/equipment in relation to mediums, substances or mixtures that deviate from the contractually agreed scope of use
 - Corrosion, erosion, normal wear and tear or in relation to any parts which are naturally subject to heavy wear or which have a reduced lifetime due to their nature

2. Defects of Title

- a) If the use of the machine/equipment leads to the violation of property rights in the country of use, Flottweg shall, in principle and at its own expense, grant the customer the right to further use or modify the machine/equipment in a manner acceptable to the customer so as to rectify the violation of property rights. If this is not possible subject to economically appropriate conditions or within an appropriate time frame, the customer shall be entitled to withdraw from the Agreement. Under these conditions, Flottweg shall also be entitled to withdraw from the Agreement. The customer shall be entitled to a reduction of the contractual price in the event of an insignificant defect. There shall otherwise be no right of reduction of the contractual price.
- b) The obligations of Flottweg specified in Section IX. no. 2 a) of these conditions shall apply subject to Section X. in a case of infringement of property right or copyright. They only shall apply if:
- i. the customer informs Flottweg without delay of any alleged violations of property rights,
 - ii. the customer supports Flottweg to an appropriate extent in defending against the asserted claims or enables Flottweg to carry out the above-mentioned modification measures,
 - iii. Flottweg reserves all defensive measures, including extra-judicial regulations,
 - iv. the defect of title is not based on an instruction from the customer and
 - v. the legal violation was not caused by the customer altering the machine/equipment on its own initiative or using it in a manner contrary to the Agreement.

X. Liability

1. Flottweg shall be liable under legal provisions without any contractual limitation
- a) for damage due to violation of a guarantee provided by Flottweg or a characteristic ensured by Flottweg,
 - b) due to wilful intent,
 - c) for damage due to Flottweg fraudulently concealing a defect,
 - d) for damage due to injury to life, limb and health due to an intentional or negligent breach of duty by Flottweg or other intentional or negligent conduct of one of Flottweg's legal representatives or vicarious agents,
 - e) for damage other than that listed under the provision in the previous sentence, due to an intentional or grossly negligent breach of duty by Flottweg or other intentional or grossly negligent conduct of one of Flottweg's legal representatives or vicarious agents,
 - f) under the Product Liability Act
2. In cases other than that provided for under paragraph 1, Flottweg's liability shall be limited to compensating contractually typical and foreseeable damage provided that such damage is due to negligent violation of significant obligations by Flottweg or one of Flottweg's legal representatives or vicarious agents. Significant obligations shall be those obligations, the fulfilment of which enables the proper carrying out of the Agreement in the first place and the adherence to which the customer may regularly count and trust.
3. Flottweg's liability due to negligence shall be excluded in all other cases than those stated in paragraphs 1 and 2.
4. This shall not affect the plea of contributory negligence.
5. The aforementioned provisions shall apply to all contractual and non-contractual claims for compensation from the customer irrespective of the legal basis of it and in accordance with Flottweg's liability for the reimbursement of wasted expenses.

XI. Limitation

1. Any claims of the customer shall expire in accordance to legal provisions and without any contractual limitations:
 - a) in the case of liability due to intent,
 - b) in the case of defects on the machine/equipment as far as Flottweg has fraudulently concealed the defect or as far as Flottweg has provided a guarantee for the machine/equipment,
 - c) in the case of defects on the machine/equipment if the defect is based on a third party's rights in rem based on which the surrender of the machine/equipment may be demanded or any other right provided for in the Land Register,
 - d) in case of defects on a structure or a machine/equipment that has been used in accordance with its normal application as a structure and has led to its defectiveness,
 - e) in case of supplier regress on final delivery to a consumer (article 478 of the Civil Code),
 - f) in case of compensation of damage
 - i. due to an intentional or grossly negligent dereliction of duty by Flottweg or other intentional or grossly negligent conduct of one of Flottweg's legal representatives or vicarious agents,
 - ii. due to injury to life, limb and health due to an intentional or negligent dereliction of duty by Flottweg or other intentional or negligent conduct of one of Flottweg's legal representatives or vicarious agents,
 - iii. under the Product Liability Act.
2. In cases other than those provided for in paragraph 1, the limitation period for customer's claims due to material defects of the machine/equipment shall be one year from delivery date of the machine/equipment.

XII. Export, End-Use Certificate, Prohibition for the use of weapons

1. Restrictions may apply to the delivery of goods and services as well as actions in advance, especially acc. to applicable export control provisions. The customer shall be obliged to promptly provide Flottweg with any information required by Flottweg to perform a verification of the end-use incl. the final use.

Fulfilment of an agreement by Flottweg shall be subject to the provision that this is not prevented by any obstacle due to applicable national or international provisions under foreign trade or customs legislation or embargoes (or other sanctions). Moreover, the necessary verifications to be performed by Flottweg or the time of processing by competent authorities of approvals applied for may, in some circumstances, also cause delays, overriding agreed deadlines and delivery times and extending them by their duration. Where approvals required for export or import, etc. are not granted or if the agreement must not be fulfilled on the delivery date (= agreed delivery time incl. delay by necessary verification at Flottweg or handling by the competent authorities) due to an applicable aforementioned provision, the agreement shall be deemed not concluded regarding the relevant part. The customer shall not be entitled to assert claims for damages if fulfilment is not effected at all or only late for one of the aforementioned obstacles.
2. The customer shall confirm that goods and deliveries of Flottweg will be used for civil non-critical end-uses only. The critical end-uses may include: uses in connection with ABC weapons and missiles, use in nuclear facilities for civil purposes, military end-uses, uses in the Crimea region or Sevastopol, uses for crude oil exploration in Russia, etc. Upon request, the customer shall issue an end-use certificate for Flottweg, stating the end-use, in good time in advance.
3. Where the customer intends to re-deliver goods or services received from Flottweg, the customer must inform Flottweg of the specific project promptly before the transaction is initiated and await Flottweg's written acceptance. Where the customer re-delivers / passes on the goods received from Flottweg (= hardware, software, technology and related documentation, notwithstanding the type of provisioning), the customer shall be obliged to observe the applicable export control provisions. The customer shall confirm, inter alia, that the customer will refrain from any transaction involving individuals, organisations or bodies, etc. named on an applicable sanctions list or, in whole or in part, indirectly or directly, are dominated or controlled, etc. by one or several listed/sanctioned individual(s).
4. In case of any violation of legal and contractual obligations, Flottweg reserves the right to terminate the agreement extraordinarily and to take further legal steps. In addition, the customer undertakes, in case of any violation caused by the customer, to indemnify Flottweg from all claims asserted by third parties vis-à-vis Flottweg and to compensate Flottweg for any damage and expense incurred by Flottweg in this context.
5. The customer is solely responsible for the handling of the import declaration in his own country unless otherwise agreed. For this purpose, the customer shall request all necessary documents and information from FW and check them for completeness and correctness. In the event of mistakes in the import declaration, the customer shall be liable exclusively. The customer shall indemnify Flottweg against any claims by third parties and shall be solely liable for such claims. Any recourse to FW shall be excluded, even if FW has passed on information, that was inadequate.

XIII. Product and Safety Provisions, Health and Safety Provisions

1. Flottweg shall be responsible to be in compliance with the applicable German product and safety provisions and the technical norms. The observing and carrying out of the product and safety provisions of the country in which the machine/equipment is to be commissioned and operated shall be customer's responsibility. At conclusion of an Agreement the customer shall inform Flottweg in writing about any special issues arising from these provisions.
2. Within a reasonable period before the arrival of Flottweg's personnel the customer shall be obliged to inform Flottweg in writing about any risks of health and safety for Flottweg's personnel that may exist when carrying out the services for commissioned and/or installation and if necessary, which kind of measures shall be required for observing legal health and safety provisions and any accident prevention regulations. The customer undertakes to submit a risk analysis form provided by Flottweg in good time before the arrival of the personnel. The Customer shall be responsible for occupational safety and health, in particular for compliance with all accident prevention and safety regulations for which it is responsible as an employer and customer.

XIV. Intellectual property rights concerning the scope of delivery and the use of software

1. In case the scope of supply includes software, Flottweg shall grant the customer a non-exclusive right to use the software including its documentation. This shall be provided only for use on the respective machine/equipment. The software shall not be used on more than one system. The customer shall only reproduce, revise, compile the software or convert it from the object code to the source code (article 69a, et seq UrhG) if legally permitted. The customer shall be obliged not to remove or alter any manufacturer's details, like copyright marks, without Flottweg's prior approval. Title of all other rights to software and documentation, including copies thereof, shall remain with Flottweg or the software supplier. The issuance of sublicenses shall be prohibited. The handover of the source code by Flottweg is excluded unless otherwise agreed.
2. Flottweg shall reserve copyrights and property rights relating to samples, estimates, drawings, etc., information of a physical and non-physical nature, also in electronic form; these may not be made available to third parties. Flottweg shall be obliged not to disclose any confidential information to third parties without approval from the customer.
3. Flottweg warrants that the scope of supply and services does not infringe any third party property rights. Third party property rights include all industrial property rights, in particular patent rights, utility model or design rights, copyrights or ancillary copyrights or trademark rights. In the event of an identified infringement of industrial property rights, Flottweg shall compensate the claims of third parties. In addition, Flottweg shall modify the scope of supply and performance at its own expense in a reasonable manner so that the right to further use of the machine/equipment is ensured with the exclusion of further infringement of industrial property rights by the customer. If it is not possible to carry out modification actions on economically reasonable terms or within a reasonable period, the customer shall be entitled to withdraw from the contract in accordance with the statutory provisions.
4. In addition, developments, inventions, innovations, results or other information provided within the scope of the supply of goods and services, which may be registered as industrial property rights (e.g. patents, utility models or registered designs) shall, as far as legally possible, become the property of Flottweg. Flottweg shall be the sole applicant for the aforementioned industrial property rights, unless Flottweg waives its right in writing. It is hereby pointed out that property rights already applied for by the parties at the time of the conclusion of the contract or information or know-how relevant to property rights already existing at that time in any other form of the parties, shall remain in the relevant ownership. The rights from §12 PatG remain unaffected by this and apply in addition.

XV. Transfer of rights and obligations; Assignment

The contractual rights and obligations of the parties are not transferable. If the assignment of a monetary demand has been concluded via agreement with the debtor and if the legal transaction on which this demand is based constitutes a trading transaction for both parties or if the debtor is a legal person under public law or a special fund under public law, the assignment shall nevertheless take effect. In particular Flottweg shall be entitled to assign its claims for payment of the contract price to third parties.

XVI. Final Provisions

1. The Agreement between Flottweg and the customer shall be subject to the law of the Federal Republic of Germany. If services are part of the scope of supply and services, § 650 BGB shall apply.
2. Place of jurisdiction shall be the court in the district of Flottweg's registered office. However, Flottweg shall also be entitled to institute proceedings at the court in the district of the customer's registered office.

3. Amendments and additions to this Agreement shall be made in writing for legal reasons. This shall also apply to the rescission of this clause. Each party may demand the written form of any amendment or addition to this Agreement. Individual agreements are reserved. There are no ancillary agreements.
4. Notifications and declarations to be made by the customer to Flottweg or a third party shall be made in writing to take effect.
5. The Agreement shall also be binding if single contractual provisions are ineffective or infeasible.

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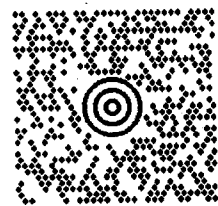
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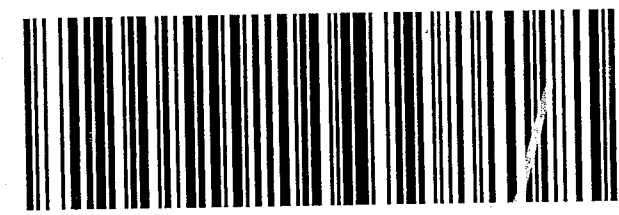


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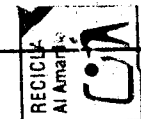
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