

Obrazac 3.

FINANCIJSKA AGENCIJA

OIB: 85821130368

RC Rijeka

Frana Kurelca 8, 51000 Rijeka

(adresa nadležne jedinice)

Nadležni trgovački sud Trgovački sud u Rijeci

Poslovni broj spisa St – 540/2022

FINANCIJSKA AGENCIJA
RC RIJEKA

08-02-2023

PREDSTEČAJNE NAGODBE
PRIMANJE I OTPREMA POŠTE
KLASA 034-011123-10111
UR. BROJ T-588887-23-16

PRIJAVA TRAŽBINE VJEROVNIKA U PREDSTEČAJNOM POSTUPKU

PODACI O VJEROVNIKU:

Ime i prezime / tvrtka ili naziv

REM INDUSTRIES Ltd

OIB 1396765

Adresa / sjedište

145 Connaught Road Centra, Hong Kong

PODACI O DUŽNIKU:

Ime i prezime / tvrtka ili naziv

TIGRIS ADRIA GG d.o.o.

OIB 23908684988

Adresa / sjedište

Spinčići 176, Kastav (Grad Kastav)

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 517.335,33 EUR

Glavnica 445.156,34 EUR

Kamate 72.178,99 EUR

Iznos tražbine koja dospijeva nakon otvaranja predstečajnog postupka _____

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

posojilna pogodba, Invoice IN00005/2019, Invoice
IN000002/2019

Vjerovnik 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 _____ (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

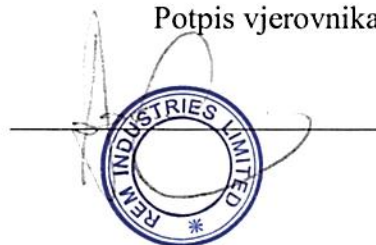
Mjesto i datum

Hong Kong, 01.02.2023

Potpis vjerovnika

For and on behalf of
REM INDUSTRIES LIMITED

.....
Authorized Signature(s)



COMMERCIAL INVOICE

Customer: RHEINLAND ELEKTRO MASCHINEN
GROUP D.O.O.
PC ZEJE PRI KOMENDI
POD LIPAMI 10
Komenda

SI-1218 Komenda
SLOWENIEN

Invoice nr.: IN 0000002/2019
Date: April. 30, 2019
Order nr.:
Customer nr.: 0000002
Due date : 31.03.2020

L.No.	Ident No./Code	Description of goods	Quantity	UM	Price	%pds	Amount
1	4	Royalty fee for trademark rights by signed contract dated 23.November, 2012 and Anney No. 1 to the agreement CT: on transfer of Trademarks based on published turnover net sales-revenue for years 2017 and 2018	1,00	PCs	305.982,36		305.982,36
TOTAL :							305.982,36
INVOICE TOTAL :							305.982,36
TOTAL TO BE PAID EUR :							305.982,36

SAY TOTAL U.S. DOLLARS Three Lacs Five Thousand Nine Hundred Eighty Two and Thirty Six cents only.

ADVISING BANK:
THE HONG KONG AND SHANGHAI BANKING CORP. LTD
1 QUEENS ROAD CENTRAL, HONG KONG
SWIFT: HSBCHKHHHKH
A/C NO.: 808-688287-275 (EUR)
A/C NO.: 808-688287-274 (USD)
BENEFICIARY:
REM INDUSTRIES LTD.
11/F., DAWNING HOUSE 145, CONNAUGHT ROAD CENTRAL, Hong Kong

Shipping Marks: on B/L

REM INDUSTRIES LTD

Total pages



IZRAČUN ZAMUDNIH OBRESTI

Linearni način

Znesek:	305.982,36 €
Obdobje:	od 31.03.2020 do 09.01.2023
Revalorizacijske obresti:	0,00 €
Zamudne obresti:	68.120,62 €
Skupaj obresti:	68.120,62 €
Glavnica + obresti:	374.102,98 €

Natisni



REM INDUSTRIES Ltd.
Dawning House
145 Connaught Road, Central
HONG KONG

email: office-hk@rem-maschinen.com
www.rem-maschinen.com
www.rem-power.com

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COMMERCIAL INVOICE

Customer: RHEINLAND ELEKTRO MASCHINEN
GROUP D.O.O.
PC ZEJE PRI KOMENDI
POD LIPAMI 10
Komenda

SI-1218 Komenda
SLOWENIEN

Invoice nr.: IN 0000005/2019
Date: December. 31, 2019
Order nr.:
Customer nr.: 0000002
Due date : 28.02.2020

L.No.	Ident No./Code	Description of goods	Quantity	UM	Price	%pds	Amount
1	4	Royalty fee for trademark rights by signed contract dated 23. November, 2012 based on published CT: turnover net sales-revenue for year 2016	1,00	PCs	46.649,50		46.649,50
TOTAL :							46.649,50
INVOICE TOTAL :							46.649,50
TOTAL TO BE PAID EUR :							46.649,50

SAY TOTAL U.S. DOLLARS Forty Six Thousand Six Hundred Forty Nine and Fifty cents only.

open amount!
14.643,98

ADVISING BANK:
THE HONG KONG AND SHANGHAI BANKING CORP. LTD
1 QUEENS ROAD CENTRAL, HONG KONG
SWIFT: HSBCHKHHHKH
A/C NO.: 808-688287-275 (EUR)
A/C NO.: 808-688287-274 (USD)
BENEFICIARY:
REM INDUSTRIES LTD.
11/F., DAWNING HOUSE 145, CONNAUGHT ROAD CENTRAL, Hong Kong

Shipping Marks: on B/L

REM INDUSTRIES LTD

Total page: 1

IZRAČUN ZAMUDNIH OBRESTI

Linearni način

Znesek:	17.673,98 €
Obdobje:	od 28.02.2020 do 09.01.2023
Revalorizacijske obresti:	0,00 €
Zamudne obresti:	4.058,37 €
Skupaj obresti:	4.058,37 €
Glavnica + obresti:	21.732,35 €

Natisni



REM Industries LTD., with registered address at 11/F Dawning House 145 Connaught road central Hong Kong (hereinafter referred to as the Borrower)

and

Rheinland elektro maschinen Group d.o.o., Pod lipami 10, 1218 Komenda
(hereinafter referred to as the Lender)

conclude on the following

LOAN AGREEMENT

Article 1

The Lender hereby agrees to lend the sum of _ 121.500 EUR_ to the Borrower on the terms set out hereunder.

Article 2

The Borrower shall repay the loan from Article 1 of this Agreement within 1 month from the date of loan disbursement.

Contracting parties agree that the deadline from first paragraph of this Article can be extended by conclusion an appendix to this loan agreement.

The contracting parties agree that the contractual interest of 1.05 % per mounth . Interest is paid monthly.

Article 3

If the Borrower fails to repay the loan on due date, the Lender shall be entitled to statutory default interest, is obliged to pay default interest in the amount of 9.0 % per annum.

Article 4

The Borrower has at any time the right to repay the remainder of the loan of the current value before the due date of payment without additional cost.

REM Industries LTD 11/F Dawning House 145 Connaught road central Hong Kong (v nadaljevanju: Posojilojemalec)

in

Rheinland elektro maschinen Group d.o.o., Pod lipami 10, 1218 Komenda
(v nadaljevanju: Posojilodajalec)

skleneta naslednjo

POSOJILNO POGODBO

1. člen

Posojilodajalec posodi posojilojemalcu posojilo v skupnem znesku _121.500 EUR _ pod pogoji navedenimi v tej pogodbi.

2. člen

Posojilojemalec je dolžan vrniti posojilo iz 1. člena te pogodbe v roku 1 mesecev od dneva črpanja kredita.

Pogodbeni stranki soglašata, da se lahko rok iz prvega odstavka tega člena podaljša s sklenitvijo aneksa k tej pogodbi.

Pogodbeni stranki sta sporazumni, da so pogodbene obresti 1,05% mesečno. Obresti se plačujejo mesečno.

3. člen

V primeru, da posojilojemalec zamudi s plačilom posojila na dan zapadlosti po tej pogodbi, je dolžan plačati zamudne obresti v višini 9,0% letno.

4. člen

Posojilojemalec ima pravico, da kadarkoli predčasno odplača preostanek sedanje vrednosti posojila pred dnevom zapadlosti plačila brez dodatnih stroškov.

Contracting parties agree that Borrower may repay the loan from Article 2 of this Agreement also to a third party only on Lenders written demand.

Article 5

Each contracting party may propose change or amendment of this Agreement, which is valid only if made in writing.

Article 6

In event of nullity of any provision of this Agreement, all the other provisions and the whole Agreement shall retain their validity. The contracting parties shall renegotiate the provision, for which nullity was declared, to the extent possible to suit the legislation and the goal of the contracting parties, as pursued with this Agreement.

Contracting parties expressly declare that they know all the relevant circumstances regarding the conclusion of this Agreement and that the Agreement in whole suits the expectations and the intended purpose of the contracting parties. Contracting parties have appraised at the conclusion of this Agreement all the risks that are ordinary for contracting parties in business marketing and the balance of interests of both contracting parties.

Article 7

Contracting parties shall try to solve any dispute arising out of this Loan agreement amicably. Should that not be possible, the dispute shall be submitted to the competent court in Ljubljana.

Article 8

This Agreement is prepared in English and Slovene language. In case of differentiation, English version prevails.

This Agreement is executed in two counterparts, each of which shall be deemed as an original but all of which together shall constitute one and the same instrument.

Pogodbeni stranki soglašata, da lahko posojilodajalec na pisno zahtevo posojilodajalca vrne posojilo iz 2. člena te pogodbe tudi tretji osebi, ki je razvidna iz pisnega navodila posojilodajalca.

5. člen

Vsaka pogodbeni stranka lahko predlaga spremembo ali dopolnitev te pogodbe, ki je veljavna samo, če je sklenjena v pisni obliki.

6. člen

V primeru, da je ugotovljena ničnost kateregakoli od členov te pogodbe, preostali členi in celotna pogodba še naprej ohranijo svojo veljavnost. V kolikor bo to mogoče, bosta pogodbeni stranki določbo, za katero je bila ugotovljena ničnost, ponovno dogovorili tako, da bo ustrezala zakonodaji in ciljem pogodbenih strank, kot so zasledovani s to pogodbo.

Pogodbeni stranki izrecno izjavljata, da so jima vse ustrezne okoliščine v povezavi s sklenitvijo te pogodbe poznane ter pogodba v celoti ustreza pričakovanjem in zasledovanemu namenu obeh pogodbenih strank. Pogodbeni stranki sta ob sklenitvi pogodbe ustrezno ocenili vsa tveganja, ki so za pogodbene stranke v poslovnem prometu običajna pri izpolnjevanju tovrstnih pogodb in uravnoteženost interesov obeh pogodbenih strank.

7. člen

Pogodbeni stranki bosta medsebojne spore iz te pogodbe reševali predvsem sporazumno, če to ne bo mogoče, je za reševanje sporov pristojno sodišče v Ljubljani.

8. člen

Ta pogodba je pripravljena v angleškem in slovenskem jeziku. V primeru razhajanj, obvelja angleška verzija.

Ta pogodba je sestavljena v dveh enakih izvodih, pri čemer se vsak šteje za originalni izvod, toda

In Hong Kong, 01.06.2019

The Lender

The Borrower:

For and on behalf of

REM INDUSTRIES LIMITED



.....
Authorized Signature(s)

skupaj oba izvoda predstavlja en in isti instrument.
Vsaka pogodbeni stranka prejme po en izvod.

V Hong Kongu, 01.06.2019

Posojilodajalec:

Posojilojemalec:

For and on behalf of

REM INDUSTRIES LIMITED



.....
Authorized Signature(s)



FINANCIJSKA AGENCIJA

RC RIJEVA

FRANA VURELCA 8

51000 RIJEVA

" ZA PREDSTEAJNI POSTUPAK

st - 540/2022 "

1. lipnja 10
18 KOMENDA