

FINANCIJSKA AGENCIJA

OIB: 85821130368

Mažuranićevo šetalište 24b, 21000 Split
(adresa nadležne jedinice)

FINANCIJSKA AGENCIJA
RC SPLIT

23-06-2022

PREDSTEČAJNE NAGODBE
PRIMANJE I OTPREMA POŠTE
KLASA: 120-11/22-96/56
120-11/22-96/56
01-02-22-375

Nadležni trgovački sud: Trgovački sud u Splitu

Poslovni broj spisa: 7 St-273/2022-15

PRIJAVA TRAŽBINE VJEROVNIKA U PREDSTEČAJNOM POSTUPKU

PODACI O VJEROVNIKU:

Ime i prezime / tvrtka ili naziv :

SHANGHAI VIDA INDUSTRY & TRADING CO., LTD.

OIB : Porezni broj: 86-15395880166

Adresa / sjedište:

Room 514, Building Nr 74, No. 1146, West of Yan'an Rd

Changning District, Shanghai, China

PODACI O DUŽNIKU:

Ime i prezime / tvrtka ili naziv:

BRODOGRAĐEVNA INDUSTRIJA SPLIT d.d.

OIB: 18556905592

Adresa / sjedište:

Put Supavla 21, 21000 Split

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):

1. Ugovor o poslovnoj suradnji od 01.06.2017.g., od 01.06.2018. i od 01.06.2019.

Iznos dospjele tražbine: **107.831,27** (kn)

Glavnica : **107.831,27**(kn)

Kamate **0,00** (kn)

Iznos tražbine koja dopijeva nakon otvaranja predstečajnog postupka :

56.733,44 (kn)

Ukupan iznos tražbine: 164.564,71 kn

Dokaz o postojanju tražbine: Ugovor, Ispis otvorenih stavaka

Vjerovnik raspolaže ovršnom ispravom DA / **NE** za iznos _____ (kn)

Naziv ovršne isprave

PODACI O RAZLUČNOM PRAVU:

Pravna osnova razlučnog prava

Dio imovine na koji se odnosi razlučno pravo

Iznos tražbine _____ (kn)

Razlučni vjerovnik odriče se prava na odvojeno namirenje ODRIČEM / NE ODRIČEM

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

PODACI O IZLUČNOM PRAVU:

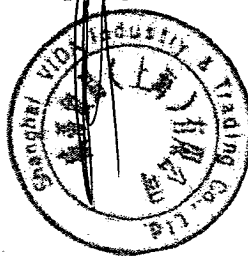
Pravna osnova izlučnog prava

Dio imovine na koji se odnosi izlučno pravo

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

Mjesto i datum
Shanghai 10.06.2022

Potpis vjerovnika



IZVOD OTVORENIH STAVKI NA DAN 31.5.2022

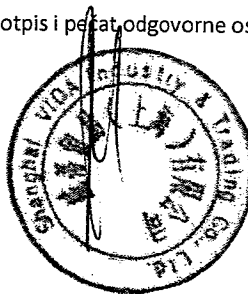
Period: 01.01.2021 - 31.05.2022

Poduzeće: SHANGHAI VIDA INDUSTRY&TRADING CO.LTD

Potraživanja od kupaca BRODOGRAĐEVNA INDUSTRIJA SPLIT DIONIČKO DRUŠTVO

Opis		Račun	Datum dok.	Dospijeće	Saldo kunski	Saldo devizni
Ugovoro o poslovnoj suradnji	U	VIDA-BIS-C068	20220131	20220302	27.041,98 kn	4.000,00 USD
Ugovoro o poslovnoj suradnji	U	VIDA-BIS-C069	20220228	20220330	26.990,23 kn	4.000,00 USD
Ugovoro o poslovnoj suradnji	U	VIDA-BIS-C067	20211231	20220130	26.574,19 kn	4.000,00 USD
Ugovoro o poslovnoj suradnji	U	VIDA-BIS-C070	20220331	20220430	27.224,87 kn	4.000,00 USD
Ugovoro o poslovnoj suradnji	U	VIDA-BIS-C071	20220430	20220531	28.604,82 kn	4.000,00 USD
Ugovoro o poslovnoj suradnji	U	VIDA-BIS-C072	20220531	20220630	28.128,61 kn	4.000,00 USD
		UKUPNO:			164.564,71 kn	24.000,00 USD

Potpis i pečat odgovorne osobe:



AGENCY AGREEMENT

This Agency Agreement is made and entered on this June 1st, 2017 by and between

Shanghai VIDA industry & trading Co.,Ltd with its principal place of business located at Room 514#, Building Nr.74, No.1146 West of Yan'an Rd, Changning District, Shanghai, China (hereinafter: "the Agent"), represented by Ms. Xiao Nana and

Brodograđevna industrija Split d.d., with its principal place of business located at Put Supavla 21, Split, Croatia (hereinafter: "the Company"), represented by Tomislav Debeljak, Chairman of the board (hereinafter referred to individually as a "Party" and collectively as "the Parties").

WHEREAS, the Company is in the business of developing, manufacturing and selling throughout the world shipbuilding and steel constructions for offshore industry as core business ("the Company Business");

WHEREAS, the Company wishes to appoint the Agent as its agent to find and organize purchase of materials/equipment necessary for the Company Business from suppliers/companies from the Republic of China territory,

NOW, THEREFORE, the Parties hereby agree as follows:

1. The Company hereby appoints the Agent as its non-exclusive Agent to represent Company in purchasing, on behalf of the Company, of materials/equipment from companies/suppliers in China necessary for the Company Business and Agent hereby accepts such appointment.
2. It is expressly agreed that the Agent has no authority to enter into agreements or make any commitments on the Company's behalf, unless obtaining a previous written Power of Attorney for such a specific agreement.
3. The Agent shall, during the period of this agreement perform the following activities:
 - Advise the Company on its specific request, about companies/suppliers from China which may, under favourable conditions, satisfy the relevant request(s) of Company;
 - Assist and help the Company in creating contracts in order to execute the necessary transaction between a China company/supplier and Company;
 - Perform on-site inspections whenever requested by the Company to ensure that delivery of contracted goods will be according to contract;
 - Will perform all other activities, according to request of representatives of the Company.
4. All sales offers to be received by the Agent shall promptly be forwarded to the Company and are subject to acceptance by the Company.
The Company shall pay to the Agent, as compensation for its services during performance of this Agreement a monthly fee of USD 4.000,00 including bank



Handwritten signature and initials.

transfer costs ("the Fee").

During the duration of this Agreement if for any reason the Agent is unable to work or carry out agreed tasks he will not be paid in the amount proportionally to the time spent out of work. Besides a monthly fee the Agent has the right to travel expense reimbursement in amount of actual cost presented by invoices but subject to prior approval of the Company and limited to 60USD/night hotel charge and 25USD/day other expenses.

5. This Agreement performance shall start on June 1st, 2017 and shall terminate on June 1st, 2018, unless the Parties agree otherwise. The Company may terminate this Agreement at any time in case the Agents performance is not satisfactory with 30 days notice.
6. Payment of the Fee shall be made in period of 30 days after the performance start of this Agreement, in accordance with a written payment instruction to be given by the Agent.
In the event of termination of this Agreement for any reason, the Company is obliged to pay compensation for the services that have been performed up to the date of termination of the contract and the expiry of the notice period.
7. Neither Party shall be liable to the other Party for any special, incidental, consequential, indirect or punitive damages (including loss of (anticipated) profits) arising in any way out of this Agreement. However, the Agent will be liable to the Company for losses/damages occurred to the Company in case that a customer (brought to the Company by the Agent) will not have fulfilled the relevant transaction toward the Company, but only under condition that the Agent knew, or should have known, that the said customer would not be able to fulfil the said transaction.
8. Neither Party may without written approval of the other assign this Agreement or transfer its interest or any part thereof under this Agreement to any third party.
9. This Agreement shall be governed by and construed in accordance with the laws of Croatia. The Parties consent to the jurisdiction of the Commercial Court at Split, Croatia. Alternatively, arbitration may be agreed between the Parties.
10. This Agreement constitutes the entire agreement of the Parties on the subject hereof and supersedes all prior understandings and instruments on such subject.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this Agreement by their authorized representatives on the date first written above.

Shanghai VIDA industry & trading Co., Ltd

Brodograđevna industrija Split d.d.



Xiao Nana
General Manager

Tomislav Debeljak,
Chairman of the board



Handwritten signature and date 2017.

AGENCY AGREEMENT

This Agency Agreement is made and entered on this June 1st, 2018 by and between

Shanghai VIDA industry & trading Co.,Ltd with its principal place of business located at Room 514#, Building Nr.74, No.1146 West of Yan'an Rd, Changning District, Shanghai, China (hereinafter: "the Agent"), represented by Ms. Xiao Nana and

Brodograđevna industrija Split d.d., with its principal place of business located at Put Supavla 21, Split, Croatia (hereinafter: "the Company"), represented by Tomislav Debeljak, Chairman of the board (hereinafter referred to individually as a "Party" and collectively as "the Parties").

WHEREAS, the Company is in the business of developing, manufacturing and selling throughout the world shipbuilding and steel constructions for offshore industry as core business ("the Company Business");

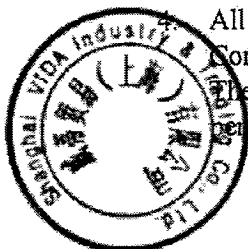
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 - Assist and help the Company in creating contracts in order to execute the necessary transaction between a China company/supplier and Company;
 - Perform on-site inspections whenever requested by the Company to ensure that delivery of contracted goods will be according to contract;
 - Will perform all other activities, according to request of representatives of the Company.

All sales offers to be received by the Agent shall promptly be forwarded to the Company and are subject to acceptance by the Company.

The Company shall pay to the Agent, as compensation for its services during performance of this Agreement a monthly fee of USD 4.000,00 including bank



A handwritten signature in black ink, consisting of a stylized 'A' shape.

transfer costs ("the Fee").

During the duration of this Agreement if for any reason the Agent is unable to work or carry out agreed tasks he will not be paid in the amount proportionally to the time spent out of work. Besides a monthly fee the Agent has the right to travel expense reimbursement in amount of actual cost presented by invoices but subject to prior approval of the Company and limited to 60USD/night hotel charge and 25USD/day other expenses.

5. This Agreement performance shall start on June 1st, 2018 and shall terminate on June 1st, 2019, unless the Parties agree otherwise. The Company may terminate this Agreement at any time in case the Agents performance is not satisfactory with 30 days notice.
6. Payment of the Fee shall be made in period of 30 days after the performance start of this Agreement, in accordance with a written payment instruction to be given by the Agent.
In the event of termination of this Agreement for any reason, the Company is obliged to pay compensation for the services that have been performed up to the date of termination of the contract and the expiry of the notice period.
7. Neither Party shall be liable to the other Party for any special, incidental, consequential, indirect or punitive damages (including loss of (anticipated) profits) arising in any way out of this Agreement. However, the Agent will be liable to the Company for losses/damages occurred to the Company in case that a customer (brought to the Company by the Agent) will not have fulfilled the relevant transaction toward the Company, but only under condition that the Agent knew, or should have known, that the said customer would not be able to fulfil the said transaction.
8. Neither Party may without written approval of the other assign this Agreement or transfer its interest or any part thereof under this Agreement to any third party.
9. This Agreement shall be governed by and construed in accordance with the laws of Croatia. The Parties consent to the jurisdiction of the Commercial Court at Split, Croatia. Alternatively, arbitration may be agreed between the Parties.
10. This Agreement constitutes the entire agreement of the Parties on the subject hereof and supersedes all prior understandings and instruments on such subject.

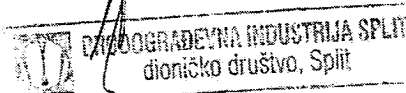
IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this Agreement by their authorized representatives on the date first written above.

Shanghai VIDA industry & trading Co.,Ltd

Brodograđevna industrija Split d.d.



Tomislav Debeljak,
Chairman of the board



AGENCY AGREEMENT

This Agency Agreement is made and entered on this June 1st, 2019 by and between

Shanghai VIDA industry&trading Co., Ltd,with its principal place of business located at Room 514 #,Building Nr.74,No.1146 West of Yan'an Rd,Changning District,Shanghai,China (hereinafter: "the agent"),represented by Ms.Xiao Nana
And

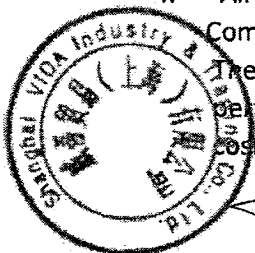
Brodosplit d.d., with its principal place of business located at Put Supavla 21, Split, Croatia HR 18556905592, (hereinafter:"the Company"),represented by Tomislav Debeljak, Chairman of the board (hereinafter referred to individually as a "Party" and collectively as "the Parties").

WHEREAS, the Company is in the business of developing, manufacturing and selling throughout the world shipbuilding and steel constructions for offshore industry as core business ("the Company Business");

WHEREAS, the Company wishes to appoint the Agent as its agent to find and organize purchase of materials/equipment necessary for the Company Business from suppliers/companies from the Republic of China territory.

NOW, THEREFORE, the Parties hereby agree as follows:

1. The Company hereby appoints the Agent as non-exclusive Agent to represent Company in purchasing, on behalf of the Company, of materials/equipment from companies/suppliers in China necessary for the Company Business and Agent hereby accepts such appointment.
2. It is expressly agreed that Agent has no authority to enter into agreements or make any commitments on the Company's behalf, unless obtaining a previous written Power of Attorney for such a specific agreement.
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 - Advise the Company on its specific request, about companies/suppliers from China which may, under favourable conditions,satisfy the relevant request(s) of Company;
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 - Will perform all other activities, according to request of representatives of the Company.
4. All sales offers to be received by the Agent shall promptly be forwarded to the Company and are subject to acceptance by the Company.
The Company shall pay to the Agent, as compensation for its services during performance of this Agreement a monthly fee of USD 4.000,00 including bank transfer costs ("the Fee").



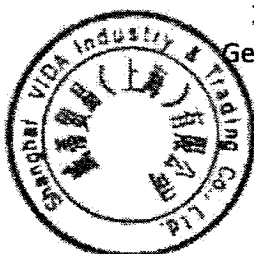
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5. This agency Agreement is concluded for an indefinite period. The Company may terminate this Agreement at any time in case the Agents performance is not satisfactory with 30 days' notice.
6. Payment of the Fee shall be made in period of 30 days after the performance start of this Agreement, in accordance with a written payment instruction to be given by the Agent.
In the event of termination of this Agreement for any reason, the Company is obliged to pay compensation for the services that have been performed up to the date of termination of the contract and the expiry of the notice period.
7. Neither Party shall be liable to the other Party for any special, incidental, consequential, indirect or punitive damages (including loss of (anticipated) profits) arising in any way out of this Agreement. However, the Agent will be liable to the Company for losses/damages occurred to the Company in case that a customer (brought to the Company by the Agent) will not have fulfilled the relevant transaction toward the Company, but only under condition that the Agent knew, or should have known, that the said customer would not be able to fulfil the said transaction.
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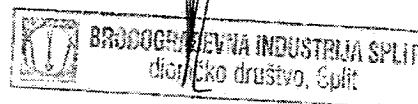
Shanghai VIDA industry&trading Co., Ltd

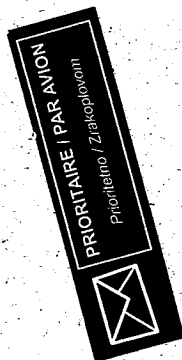
Brodosplit d.d.



Xiao Nana
General Manager

Tomislav Debeljak
Chairman of the board





FINANCIJSKA AGENCIJA
REGIONALNI CENTAR SPLIT 3
Neposredno poštom (obično - preporučeno)

Primitljeno: 23-06-2012

Br. pošiljke _____ potpis _____

Masa: 56g

02 IFCC 7

Samobor
20.06.22
17:12:18
10433
HP Hrvatska

FINANCIJSKA AGENCIJA

Maršancićevo totalište 24 b

21 000 SPLIT