

Obrazac 3.

FINANCIJSKA AGENCIJA

OIB: 85821130368

Mažuranićevo šetalište 24b

(adresa nadležne jedinice)

Nadležni trgovački sud TS Split

Poslovni broj spisa St-273/2022

FINANCIJSKA AGENCIJA
RC SPLIT

23-06-2022

PREDSTEČAJNE NAGODBE
PRIMANJE I OTPREMA POŠTE

KLASA: 120-11/22-26/52
UR. BROJ: 07-22-22-32

PRIJAVA TRAZBINE VJEROVNIKA U PREDSTEČAJNOM POSTUPKU

PODACI O VJEROVNIKU:

Ime i prezime / tvrtka ili naziv

Mach 4 Metal B.V.

OIB 73090680919

Adresa / sjedište

Transito 21, 6909 Babberich, Nizozemska

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 TRAZBINI:

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)

Ugovor (u tijeku je sudski spor pred Trgovačkim sudom u Zürichu pod br. HG210100-O).

Iznos dospjele tražbine 12.592.651,00 kuna (kn)

Glavnica 11.589.501 (kn)

Kamate 1.003.150 (kn)

Iznos tražbine koja dospijeva nakon otvaranja predstečajnog postupka
(kn)

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

Ugovor, zahtjev za plaćanje

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

17.06.2022.

②

ODVJETNIK

Potpis vjerovnika

DALIBOR VALINČIĆ

Ivana Lučića 2a/19, ZAGREB

Financijska agencija, Poslovnica Split
Mažuranićevo šetalište 24b,
21000 Split

St-273/2022

FINANCIJSKA AGENCIJA
RC SPLIT

Zagreb, 17. lipnja 2022. godine

Predstečajni vjerovnik: Mach 4 Metal B.V., Transito 21, 6909 Babberich,
Nizozemska, OIB: 73090680919,

Zastupan po: Daliboru Valinčiću, odvjetniku u Zagrebu

Predstečajni dužnik: BRODOGRAĐEVNA INDUSTRIJA SPLIT d.d., Put
Supavla 21, 21000 Split, OIB: 18556905592

Iznos tražbine: 12.592.651,00 kuna

23-06-2022

PREDSTEČAJNE NAGODBE
PRIMANJE I OTPREMA POSTE

KLASA: 120-11/22-26/58
UR. BROJ: 07-02-22-320

Dalibor Valinčić
Odvjetnik/Attorney-at-Law

Ivana Lučića 2a
HR - 10000 Zagreb
T: +385 1 4925 421
F: +385 1 4925 450
dalibor.valincic@wolftheiss.com

U suradnji s / In cooperation with
Wolf Theiss

PRIJAVA TRAŽBINE PREDSTEČAJNOG VJEROVNIKA

Mach 4 Metal B.V.

(uz ispunjeni Obrazac br. 3. na temelju članka 36. st. 1. Stečajnog zakona)

2x

Prilozi: prema popisu priloga

I. Ovlaštenje za zastupanje

- (1) Predstečajni vjerovnik je opunomoćio Dalibora Valinčića, odvjetnika u Zagrebu, za zastupanje u ovom predstečajnom postupku, stoga predlaže Financijskoj agenciji, sudu i predstečajnom povjereniku da sva pismena dostavljaju izravno punomoćniku.

Dokaz: Punomoć za zastupanje, Prilog 1.

II. Uvodne napomene

- (2) Trgovački sud u Splitu, po sucu Ivanu Čuliću, rješenjem broj St-273/2022 od 20. svibnja 2022. godine otvorio je predstečajni postupak nad predstečajnim dužnikom, društvom BRODOSPLIT d.d.
- (3) Navedenim rješenjem Trgovački sud u Splitu pozvao je vjerovnike predstečajnog dužnika da prijave svoje tražbine nadležnoj upravi Financijske agencije, u roku od 21 dan od isteka 8 dana od objave rješenja o otvaranju predstečajnog postupka na e-oglasnoj ploči.
- (4) Predstečajni vjerovnik ovim podneskom prijavljuje tražbinu Financijskoj agenciji.

III. Osnova tražbine predstečajnog vjerovnika

- (5) Predstečajni dužnik sklopio je s predstečajnim vjerovnikom dana 30. travnja 2020. godine, ugovor o kupoprodaji rabljenih proizvoda ukupne vrijednosti EUR 1.650.000,00 (dalje u tekstu "**Kupoprodajni ugovor**"). Sukladno čl. 2. Kupoprodajnog ugovora, predstečajni dužnik dužan je uplatiti tri tranše kupoprodajne cijene (i) EUR 20.000,00 kao sigurnosni polog, (ii) 10% kupoprodajne cijene po obavljenom pregledu predstečajnog dužnika te (iii) preostalih 90% prije utovara proizvoda radi dostave.

Dokaz: Ugovor o kupoprodaji od dana 30. travnja 2020., uz prijevod, Prilog 2.

- (6) Predstečajni dužnik je uplatio sigurnosni polog u iznosu od EUR 20.000,00 te je obavio pregled proizvoda dana 22. svibnja 2020. godine. No, po obavljenom pregledu proizvoda (gdje nisu izražene ikakve zamjerke), te iako je više puta najavio kako će uplatiti drugu tranšu, predstečajni dužnik nikada nije uplatio ni drugu niti treću tranšu kupoprodajne cijene.

Dokaz: Plaćeni račun u iznosu od EUR 20,000 od dana 4. svibnja 2020., Prilog 3.

- (7) Nakon mnogobrojnih zamolbi dužnika kojima je tražio odgodu plaćanja, predstečajni vjerovnik je nekoliko puta izašao u susret predstečajnom dužniku odgađanjem roka otplate preostalih dviju tranši. Ipak, predstečajni vjerovnik je dopisima od dana 23. prosinca 2020. te 24. veljače 2021. godine posljednji put zatražio plaćanje: (i) kupoprodajne cijene, (ii) naknadno nastalih troškova skladištenja, te (iii) troškove premještaja proizvoda u skladište.

*Dokaz: Dopis od dana 23. prosinca 2020., uz prijevod, Prilog 4.
Dopis od dana 24. veljače 2021., uz prijevod, Prilog 5.*

- (8) Predstečajni dužnik nije postupio sukladno ugovoru niti dopisima predstečajnog vjerovnika gdje mu je više puta omogućena odgoda isplate kupoprodajne cijene. Stoga, kako bi predstečajni vjerovnik otklonio od sebe (ali i predstečajnog dužnika) moguću štetu, pokušao je na tržištu pronaći druge kupce za proizvode obuhvaćene Kupoprodajnim ugovorom.
- (9) Predstečajni vjerovnik je uspio za određene proizvode pronaći kupce kojima su ti isti proizvodi prodani i dostavljeni. No, za predstečajnog vjerovnika je nastala šteta jer je ukupna cijena dijela proizvoda ovako prodanih proizvoda niža od cijene ugovorene Kupoprodajnim ugovorom.
- (10) Točnije, ukupna kupoprodajna cijena je prema Kupoprodajnom ugovoru iznosila EUR 1.650.000,00. No, predstečajni vjerovnik je dio proizvoda uspio prodati trećima:
- prvi dio proizvoda za cijenu od EUR 16.160,00 (Kupoprodajnim ugovorom je određeno EUR 22.000,00);
 - drugi dio proizvoda za EUR 85.000,00 (Kupoprodajnim ugovorom je određeno EUR 110.000,00);
 - treći dio proizvoda za EUR 48.000,00 (Kupoprodajnim ugovorom je određeno EUR 45.000,00); te

- četvrti dio proizvoda za EUR 7.000,00 (Kupoprodajnim ugovorom je određeno EUR 15.000,00).

Dokaz: Račun br. 337300010069 od 15. listopada 2020., u iznosu od EUR 16.160, uz prijevod, Prilog 6.

Račun br. 2120330 od 19. studenog 2020., u iznosu od EUR 85.000, uz prijevod, Prilog 7.

Račun br. 21210063 od 17. veljače 2021., u iznosu od EUR 48.000, uz prijevod, Prilog 8.

Račun br. 2121068 od 23. ožujka 2021., u iznosu od EUR 7.000, uz prijevod, Prilog 9.

- (11) Prema tome, prodajom manjeg dijela proizvoda trećima, predstečajni vjerovnik je uprihodio EUR 149.167,00 (umjesto EUR 192.000,00 koliko je trebao za te proizvode uplatiti predstečajni dužnik), čime je smanjen ukupan iznos kupoprodajne cijene. Kad se zbroje sve razlike između cijena ugovorenih s predstečajnim dužnikom i cijena dogovorenih s trećima, iznos štete uzrokovane prodajom proizvoda trećima iznosi EUR 35.840,00.

- (12) Na kraju, predstečajni dužnik nije platio niti jedan dio dogovorene kupoprodajne cijene te je predstečajni vjerovnik sukladno čl. 7. Kupoprodajnog ugovora bio primoran pokrenuti sudski postupak pred nadležnim švicarskim sudom u Zürichu. Tužba je podnesena 10. svibnja 2021. godine, a istu priznaje i sam predstečajni dužnik koji ju je utvrdio pri prijavi za pokretanje predstečajnog postupka.

Dokaz: Prilog St-268_2022-1-27 VII. N1 Popis postupaka pred sudovima i javnopravnim tijelima u postupku, str. 7., unos pod rednim brojem 49., Prilog 10.

- (13) Prema tome, predstečajni vjerovnik tužbom potražuje (i) ukupni iznos kupoprodajne cijene umanjen za sigurnosni polog te cijenu prodanih proizvoda trećima, (ii) odštetu za iznos razlike između ugovorene cijene s predstečajnim dužnikom i cijenom postignutom s trećima, (iii) troškove skladištenja proizvoda te njihova prijevoza, (iv) interne troškove predstečajnog vjerovnika te (v) odvjetničke troškove, to jest:

- EUR 1.438.000,00 (ukupan iznos tražbine uz izuzeće dijela prodanih proizvoda trećima (EUR 192.000,00) i sigurnosnog pologa (EUR 20.000,00));
- EUR 35.840,00 (razlika između ugovorene cijene Kupoprodajnim ugovorom te one postignute s trećim kupcima),
- EUR 110.004,50 (trošak skladištenja i prijevoza proizvoda),
- EUR 5.000,00 (interni troškovi predstečajnog vjerovnika), te
- EUR 3.560,30 (odvjetnički troškovi predstečajnog vjerovnika).

Dokaz: Izračun troškova zakupljenog skladišta, uz prijevod, Prilog 11.

Račun za prijevoz proizvoda do zakupljenog skladišta, Prilog 12.

Račun za odvjetničke troškove, uz prijevod, Prilog 13.

IV. Iznos tražbine predstečajnog vjerovnika

- (14) Slijedom navedenog, nepodmireno potraživanje predstečajnog vjerovnika prema predstečajnom dužniku, sa stanjem na dan 20. svibnja 2022. godine (dan otvaranja predstečajnog postupka protiv predstečajnog dužnika), sastoji se od sljedećeg iznosa:

- 1.592.404,34 EUR, uvećano za zatezne kamate;

- (15) Sukladno čl. 144. Stečajnog zakona (NN 71/15, 104/17 i 36/22; "**Stečajni zakon**"), tražbine izražene u stranoj valuti obračunavaju se u valutu Republike Hrvatske po tečaju mjerodavnom za mjesto plaćanja u vrijeme otvaranja predstečajnog postupka. Prema tome, preračunavajući tražbine izražene u eurima, uz korištenje službenog tečaja Hrvatske narodne banke na dan otvaranja predstečajnog postupka, to jest 20. svibnja 2022. godine (7,529183 kuna), potraživanje predstečajnog vjerovnika iznosi:

- 11.589.501,00 kuna, iznos na koji sukladno švicarskom pravu teku zakonske kamate.

Dokaz: Tečajna lista Hrvatske narodne banke od 20. svibnja 2022. godine, Prilog 14.

- (16) Sukladno Kupoprodajnom ugovoru u kojem su stranke ugovorile mjerodavnost švicarskog prava. Na iznos kupoprodajne cijene, to jest utuženog iznosa teku zatezne kamate u visini od 5% i to kako slijedi:

- za drugu tranšu – 10% kupoprodajne cijene u iznosu od EUR 145.000,00 od 23. svibnja 2020. (dan nakon što je predstečajni dužnik obavio ugovoreni pregled) po stopi od 5%, što je ukupno EUR 14.427,00;
- za kupoprodajnu cijenu (umanjenu za prve dvije tranše) u iznosu od EUR 1.485.000 od 5. rujna 2020. do 15 listopada 2020. (prodaja prvog dijela proizvoda trećima), po stopi od 5%, što je ukupno EUR 8.427,00;
- za kupoprodajnu cijenu (umanjenu za prve dvije tranše i dio proizvoda) u iznosu od EUR 1.468.840,00 od 16. listopada 2020. do 18. studenog 2020. (prodaja drugog dijela proizvoda trećima), po stopi od 5%, što je ukupno EUR 3.009,00;
- za kupoprodajnu cijenu (umanjenu za prve dvije tranše i dio proizvoda) u iznosu od EUR 1.383.840,00 od 20. studenog 2020. do 17. veljače 2021. (prodaja trećeg dijela proizvoda trećima), po stopi od 5%, što je ukupno EUR 16.850,00;
- za kupoprodajnu cijenu (umanjenu za prve dvije tranše i dio proizvoda) u iznosu od EUR 1.338.840,00 od 18. veljače 2021. do 23. ožujka 2021. (prodaja četvrtog dijela proizvoda trećima), po stopi od 5%, što je ukupno EUR 6.235,00;
- za kupoprodajnu cijenu (umanjenu za prve dvije tranše i dio proizvoda) u iznosu od EUR 1.331.840,00 od 24. ožujka 2021. do otvaranja predstečajnog postupka, po stopi od 5%, što je ukupno EUR 76.991,00; te

- za odštetu (cijena skladištenja i prijevoza) u iznosu od EUR 110.004,50 od 1. siječnja 2021. do otvaranja predstečajnog postupka, po stopi od 5%, što je ukupno EUR 7,609,00.

(17) Prema tome, primjenjujući opisane stope zateznih kamata na potraživanja predstečajnog vjerovnika (do dana otvaranja predstečajnog postupka 20. svibnja 2022. godine), ukupne dospjele kamate iznose:

- EUR 133.235,00 što primjenom srednjeg tečaja Hrvatske narodne banke od dana 20. svibnja 2022. iznosi 1.003.150,00 kuna;

(18) S obzirom na gore navedeni obračun, konačno potraživanje predstečajnog vjerovnika kao zbroj utuženog iznosa te kamata iznosi 12.592.651,00 kunu.

Dokaz: *Obrazac broj 3 – prijava tražbine u predstečajnom postupku, Prilog 15.*

Mach 4 Metal B.V.
po punomoćniku

② **ODVJETNIK**
DALIBOR VALINČIĆ
~~Ivana Lucića 2a/19 ZAGREB~~
Dalibor Valinčić, odvjetnik

Popis priloga

- Prilog 1. *Punomoć za zastupanje,*
- Prilog 2. *Ugovor o kupoprodaji od dana 30. travnja 2020., uz prijevod,*
- Prilog 3. *Plaćeni račun u iznosu od EUR 20,000 od dana 4. svibnja 2020.,*
- Prilog 4. *Dopis od dana 23. prosinca 2020., uz prijevod,*
- Prilog 5. *Dopis od dana 24. veljače 2021., uz prijevod,*
- Prilog 6. *Račun br. 337300010069 od 15. listopada 2020., u iznosu od EUR 16,160, uz prijevod,*
- Prilog 7. *Račun br. 2120330 od 19. studenog 2020., u iznosu od EUR 85,000, uz prijevod,*
- Prilog 8. *Račun br. 21210063 od 17. veljače 2021., u iznosu od EUR 48,000, uz prijevod,*
- Prilog 9. *Račun br. 2121068 od 23. ožujka 2021., u iznosu od EUR 7,000, uz prijevod,*
- Prilog 10. *Prilog St-268_2022-1-27 VII. N1 Popis postupaka pred sudovima i javnopravnim tijelima u postupku, str. 7, unos pod rednim brojem 49,*
- Prilog 11. *Izračun troškova zakupljenog skladišta, uz prijevod,*
- Prilog 12. *Račun za prijevoz proizvoda do zakupljenog skladišta,*
- Prilog 13. *Račun za odvjetničke troškove, uz prijevod*
- Prilog 14. *Tečajna lista Hrvatske narodne banke od 20. svibnja 2022. godine,*
- Prilog 15. *Obrazac broj 3 – prijava tražbine u predstečajnom postupku.*

Prilog 1.

Punomoć za zastupanje

PUNOMOĆ

(Punomoć)

MACH 4 METAL B.V., s poslovnom adresom
Transito 21, 6909 Babberich, Nizozemska,
upisano u službeni Registar trgovačkih
društava Nizozemske, pod br. 000016836308,
(dalje u tekstu: **Društvo**),

**ovime upućuje i ovlašćuje
sljedeće osobe, i to svakog pojedinačno:**

Luku Tadić-Čolića, odvjetnika sa sjedištem
ureda na adresi Ivana Lučića 2a, Zagreb

Luciu Močibob, odvjetnicu sa sjedištem ureda
na adresi Ivana Lučića 2a, Zagreb

Dalibora Valinčića, odvjetnika sa sjedištem
ureda na adresi Ivana Lučića 2a, Zagreb, ili

Sašu Jovičića, odvjetnika sa sjedištem ureda
na adresi Ivana Lučića 2a, Zagreb, ili

Josipa Martinića, odvjetnika sa sjedištem
ureda na adresi Ivana Lučića 2a, Zagreb, ili

Bornu Dejanovića, odvjetnika sa sjedištem
ureda na adresi Ivana Lučića 2a, Zagreb, ili

Janka Dudukovića-Petyo, odvjetnika sa
sjedištem ureda na adresi Ivana Lučića 2a,
10000 Zagreb, ili

Berislava Draškovića, odvjetnika sa sjedištem
ureda na adresi Ivana Lučića 2a, Zagreb, ili

Mateu Lažetu, odvjetničku vježbenicu u
odvjetničkom uredu Luke Tadić-Čolića, ili

Mateju Jelačić, odvjetničku vježbenicu u
odvjetničkom uredu Luke Tadić-Čolića, ili

Saru Pavlović, odvjetničku vježbenicu u
odvjetničkom uredu Dalibora Valinčića, ili

Benjamina Sadrića, odvjetničkog vježbenika u

POWER OF ATTORNEY

(Power of Attorney)

MACH 4 METAL B.V., with its business
address at Transito 21, 6909 Babberich, the
Netherlands, registered with the Registrar of
Companies in the Netherlands, under no:
000016836308 (hereinafter: **Company**),

**herewith instructs and authorizes
the following persons, each individually:**

Luka Tadić-Čolić, attorney at law, with the
office at Ivana Lučića 2a, Zagreb, Croatia

Lucia Močibob, attorney at law, with the office
at Ivana Lučića 2a, Zagreb, Croatia

Dalibor Valinčić, attorney at law, with the
office at Ivana Lučića 2a, Zagreb, or

Saša Jovičić, attorney at law, with the office at
Ivana Lučića 2a, Zagreb, or

Josip Martinić, attorney at law, with the office
at Ivana Lučića 2a, Zagreb, or

Borna Dejanović, attorney at law, with the
office at Ivana Lučića 2a, Zagreb, or

Janko Duduković-Petyo, attorney at law, with
the office at the address Ivana Lučića 2a,
10000 Zagreb, or

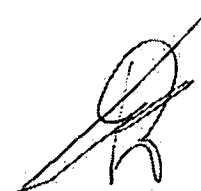
Berislav Drašković, attorney at law, with the
office at Ivana Lučića 2a, Zagreb, or

Matea Lažeta, associate in the law office of the
attorney at law Luka Tadić-Čolić, or

Mateja Jelačić, associate in the law office of
the attorney at law Luka Tadić-Čolić, or

Sara Pavlović, associate in the law office of
the attorney at law Dalibor Valinčić, or

Benjamin Sadrić, associate in the law office of



odvjetničkom uredu Luke Tadić-Čolića

the attorney at law Luka Tadić-Čolić

(dalje u tekstu: **Opunomoćenik**)

(hereinafter as: the **Proxy**)

da poduzme i izvrši sljedeće pravne radnje:

to undertake and execute the following actions:

1. podnese prijavu tražbine i zastupa Društvo u predstečajnom postupku nad:

1. to register the claim and represent the Company in the prebankruptcy proceedings over:

- **BRODOSPLIT d.d.**, društvo sa sjedištem u Put Supavla 21, Split, Hrvatska, upisano u Sudski registar Trgovačkog suda u Splitu, MBS: 060175040, OIB: 18556905592 (dalje u tekstu: **Dužnik**),

- **BRODOSPLIT d.d.**, with its seat in Put Supavla 21, Split, Croatia, registered with the Court Registry of the Commercial Court in Split, under MBS: 060175040, OIB: 18556905592 (hereinafter: **Debtor**),

koji se pred Trgovačkim sudom u Splitu vodi pod poslovnim brojem **St-273/2022**, te da u ime i za račun Društva poduzima sve radnje koje je ovlašten poduzimati temeljem odredaba Stečajnog zakona i Zakona o parničnom postupku, a što posebno uključuje i predaju tužbi (posebice radi utvrđenja) te ulaganje redovitih i izvanrednih pravnih lijekova u navedenim postupcima, protiv ili u svezi Dužnika ili tražbina Društva protiv Dužnika, a što uključuje i prijavu tražbina pred nadležnom ispostavom Financijske agencije;

before the Commercial Court in Split under the proceedings ref. no. **St-273/2022**, and to undertake on behalf of the Company all actions which it is entitled to undertake in accordance with the Bankruptcy Act as well as the Civil Procedure Act, which includes filing claims (especially for determination) and filing ordinary and extraordinary remedies within these proceedings, against or related to the Debtor or the Company's claims against the Debtor, which includes the submission of the claim before the competent branch of the Financial Agency;

2. vrši uvide i čini preslike isprava i dokumenata, te traži informacije, pribavlja, preuzima i predaje bez ograničenja sve podneske, zahtjeve, potvrde, obavijesti i sve druge akte potrebne radi pokretanja postupaka, pred sudovima, Financijskom Agencijom, javnim bilježnicima, sudskim registrima, te svim drugim državnim organima i tijelima, ili trećim pravnim i fizičkim osobama; te da, u ime i za račun Društva, poduzima sve pravne radnje i upotrijebi sva zakonom predviđena sredstva koja je Društvo zakonom i drugim propisima ovlašteno poduzimati, a što Opunomoćenik nađe potrebnim za zaštitu prava i pravnih interesa Društva te sudjelovanja u postupcima navedenima pod točkom 1. ove Punomoći;

2. to perform insights and make copies of documents, and ask for information, obtain, takeover and hand over without limitation all submissions, requests, certificates, notices and all other documents necessary for the initiation of the proceedings, before the courts, Financial Agency, notaries, court registries and all other state authorities and bodies, and all other legal or natural persons; and to, in the name and for the account of the Company, take all legal actions and use all legal means which the Company is authorized to undertake under the law and regulations, which the Proxy finds necessary to preserve the rights and interests of the Company and participate in proceedings under the item 1 of this Power of Attorney;

3. da ishodi za Društvo hrvatski osobni

3. to obtain the Croatian personal identification



identifikacijski broj (OIB), pri nadležnoj ispostavi Porezne uprave;

number (OIB) for the Company before the competent branch of the Tax Authority;

4. potpiše bilo koju ispravu i izvrši bilo kakvu drugu pravnu i/ili faktičnu radnju ili postupanje, ili upotrijebi bilo koje zakonom ili propisima predviđeno sredstvo, potrebno ili preporučljivo radi zaštite prava i interesa Društva, ili koje je potrebno radi utvrđenja svih okolnosti koje Opunomoćenik zatraži glede zaštite prava i interesa Društva pred svim tijelima i osobama navedenim pod točkama 1. do 3. ove Punomoći.

4. to sign any document and to undertake any other factual and/or legal action, use any means envisaged under law, required or advisable for protection of rights and interests of the Company, or necessary for the determination of all circumstances required by the Proxy regarding the protection of rights and interests of the Company before all persons under items 1 to 3 of this Power of Attorney.

Opunomoćenik je ovlašten u cijelosti ili djelomično prenijeti ovlasti iz ove Punomoći te izdavati zamjenske punomoći trećim osobama.

The Proxy is authorized to delegate this Power of Attorney, in full or in its part, as well as to grant sub-powers of attorney, to third persons.

U slučaju sumnje, engleska se verzija ove Punomoći smatra mjerodavnom. Hrvatsko pravo je mjerodavno za ovu Punomoć.

In case of doubt, the English text of this Power of Attorney shall prevail. This Power of Attorney is governed by Croatian law.

14.06. 2022. godine

14.06. 2022

MACH 4 METAL B.V.


Bastiaan Klein Herenbrink

Prilog 2.

Ugovor o kupoprodaji od dana 30. travnja 2020., uz prijevod

Contract of purchase and sale**The Parties:**

1. the private company with limited liability **MACH 4 METAL B.V.**, a company organised under the laws of the Netherlands, having its registered office in Babberich, and having its principal place of business in (6909 DA) Babberich (the Netherlands) at Transito 21, in this matter represented by BASTI HOLD B.V., itself represented by Mr B. Klein Herenbrink, hereinafter called: "Mach4Metal";

and

2. the private company with limited liability **BRODOSPLIT JSC** a company organised under the laws of Croatia having its registered office in Split and having its principal place of business in (21000) Split, at Put Supavla 21 in this matter represented by Tomislav Debeljak, hereinafter called: "Buyer";

Mach4Metal and the Buyer are hereinafter collectively referred to as: "Parties" or individually as: "Party".

Have agreed on the following:**Article 1 – Scope of the Agreement**

- 1.1 Mach4Metal sells to the Buyer, as the Buyer purchases from Mach4Metal, the following used products (hereinafter referred to: the "Products"):

Discription machine	Type	Serial	Price €	Location
Kaltenbach APS 603 profile drill 600 x 500 mm	APS 603 R	99.03.5726	15.000	6827-NL
Innocenti Rotay & Turn table 3000 x 60 T	PM 250	1587	45.000	6909-NL
Pullmax X 97 Sheet Beveling machine	X-97	76000-65	5.000	6909-NL
Pullmax X 93 Angle bevelling machine 3 – 50 mm	X-93	76000-40	5.000	6909-NL
Baykal APHS CNC Pressbrake 3700 x 600 T	APHS 37600	21269	45.000	6909-NL
Baykal CNC Pressbrake 3100 x 240 Ton Y1 / Y2 / X	APHS 3112 x 240	19099	20.000	6909-NL
HACO Guillotine HSLX 4100 x 13 mm Robosoft SC7P	HSLX 4013	69342	17.000	6909-NL
Haeusler 4 roll plate bender 3000 x 110 mm	VRM-HY	WO89-1667	175.000	6827-NL
Roundo 4 roll plate bender 3000 x 65 mm	PAS-650	914897	123.000	6991-NL
ROUND0 S-2 Hydraulic Jogging machine	S2	843305	4.500	6909-NL
TECNOMAGNETE Lifting Hor + Vert 12.000 x 3500 Kg	TB 6/35	unknown	28.000	6827-NL
Messer CNC Thermocut cutting table 14.000 x 3000 plasma	MultiTherm eco	.220014	82.000	6827-NL
Haeusler Crocodile shell Ø 6000 x 70 mm	Crocodil	021-1872	140.000	6827-NL
Haeusler Clamp Shell Ø 5500 x 40 mm	Clamp	071-1973	75.000	6827-NL
Transport trolley set 40 T Nylon wheels	ST120	SR120-00086	1.200	6909-NL
Faccin Dishing Press PPM + Manipulator MA 120 Ø 8000	PPM 800/8	99011819-1749	160.000	6909-NL
Mackey & Bowley PP 1000 T EURO Power press Hydraulic	U-S	8541-01	10.000	6909-NL
ESAB Welding column boom 3000 LAF 1600 DC + TAF 1250 AC	CAB 460	A100843	30.000	6827-NL
ESAB Welding column boom 3000 LAF 1600 DC + TAF 1250 AC	CAB 460	A100846	20.000	6827-NL
Lambert Jouty welding rotator 125T vessel range Ø 8000 mm	Carriage	018/105A	20.000	6827-NL
ESAB GANTRAC Profile welding line 14.000 x 1.000 x 1.000 mm	ARISTO 1000 AC/DC SAW	035-348-4181	35.000	6827-NL
Birlik 4 roll plate bender 4000 x 16 mm	HRB-4	635009011	30.000	6909-NL

DMU 60 T X / Y / Z 630 x 560 x 560 + B-Axis: 100 Gr head	DMU 60 T	1112 0002863	22.000	6909-NL
PAMA CNC Rotary table 4250 x 4250 x 150t and V Axis 2500mm	PM 325 FT	122.275	96.000	59300- FR
WALDRICH Portal milling machine PF-F 150 (530) 400 x 12.000 mm	PF-F-150(1)- 530/400	10475	446.300	6909-NL

total value 1.650.000

The above Information has been obtained to the best of Mach4Metal's ability and belief and from the manufacturers where possible. It is given in good faith, but its accuracy cannot be guaranteed. Accordingly, it will not form a representation or constitute contractual terms. It is the responsibility of the Buyer to check any vital details of the Products.

Article 2 – Price and Payment

- 2.1 The total purchase price of the Products supplied under this Agreement is EUR 1.650.000,00. (one million and six hundred thousand and fifty euros). The purchase price is exclusive of VAT (BTW), other taxes or surcharges and transportation costs.
- 2.2 The purchase price will be paid in a way that a security deposit of EUR 20.000 (twenty thousand euros) will be paid by the Buyer at the latest within 3 days after the invoice date, while another 10% (ten percent) of the total purchase price, minus EUR 20.000 from the security deposit, will be paid after successful inspection of all contracted Products by the Buyer. If for some Products both Parties agree that they lack the parts necessary for full functionality, then the Buyer has the right to cancel the purchase of those Product(s). The rest of 90 % of the purchase price has to be paid every time ultimately before loading of the first truck regarding each Product, according to the price of the Product(s) to be loaded (as per list in Article 1). This means that the purchase price of a Product has to be completely paid before the loading of the first truck regarding the Product. All payments and takeovers shall take place latest in 4 months after the invoice date.
- 2.3 Mach4Metal shall send the Buyer a specified invoice for the delivery of the Products.
- 2.4 In the event that the Buyer performs a partial payment for the Products under this Agreement, but does not pay the entire amount due for payment within 4 months from the date of the invoice issued by Mach4Metal, Mach4Metal is entitled to dissolve the Agreement with regard to the pertaining Products not delivered and payed for, provided that the Buyer does not make the payment during the notice period of 14 days. At the same time, Mach4Metal reserves the right to claim full compensation of all damage incurred as a result of or in connection herewith.
- 2.5 If a partial payment or payment after delivery of the Products is agreed, any complaints of the Buyer do not authorize a reduction or withholding of the agreed purchase price.

Article 3 – Terms of Delivery and Dates

- 3.1 Parties will mutually agree on a delivery date in writing.
- 3.2 The Products will be delivered FCA (Free Carrier), place as determined under table from Article 1.1., according to Incoterms 2010.
- 3.3 Mach4Metal is entitled to provide partial deliveries if previously agreed with the Buyer.
- 3.4 Shipment and delivery of the Products will be at the expense and risk of the Buyer, while dismantling and loading on trucks at locations named under Article 3.2., will be at expense and risk of Mach4Metal. The Buyer is aware that the transport will only be insured up to a maximum of the amount of the transport insurance of the carrier. Mach4Metal is expressly not liable for any damages suffered by the Buyer in connection with the shipment (transport) and delivery of the Products, except for intent or conscious recklessness on the side of Mach4Metal or by anyone part of Mach4Metal's management.
- 3.5 Should any export or provision permits or other permits or approvals under foreign trade laws which are necessary for the fulfilment of the Agreement not be issued by the competent authorities or should these not be issued by the competent authorities in good time, or should other hindrances which must be complied with by Mach4Metal as an exporter or which must be complied with by the suppliers of Mach4Metal due to regulations under foreign trade laws

or embargo law prevent fulfilment of the Agreement or delivery, Mach4Metal shall be entitled to dissolve the Agreement or to withdraw from the individual delivery. Mach4Metal is not liable towards the Buyer with regard to any direct or indirect damage the Buyer may suffer as a result of this.

Article 4 - Guarantees and Liability

- 4.1 The Products sold by Mach4Metal are second-hand machinery. The Products are sold and delivered "as is, where is", in its present condition and in the place in which it is. Mach4Metal does not provide the Buyer with any warranty or guarantee for the Products sold. Yet, the Parties agree that if a Product does not work after installation by the Buyer, and cannot be brought into operation by the Buyer with reasonable effort, the purchase price of the non-working Product will be reduced with 5% of the price of the non-working Product as follows from the list in Article 1.
- 4.2 The Buyer has the right to view or inspect the Products up till 120 days after signing of the Agreement. If, for whatever reason, the Buyer uses this right only in part or not at all, the Buyer accepts the condition of the Products unseen, except as per agreement in Article 4.1.
- 4.3 All risks associated with the Products are transferred from Mach4Metal to the Buyer when the Products are delivered into the custody of the carrier.
- 4.4 The Buyer shall notify Mach4Metal of any complaints regarding the Products within 30 days after the transport date of the Product(s) or at least within 30 days after he could reasonably have discovered the defects.
- 4.5 Mach4Metal is exempted from the obligation towards the Buyer for presence or absence of a CE marking and CE certificates regarding the Products. The Buyer is solely responsible for conducting the safety assessments regarding the Products and for the verification that all applicable regulations are met.
- 4.6 Mach4Metal is not liable for any direct or indirect damage the Buyer suffers, explicitly including although not limited to a loss of profits, loss of income, costs incurred during laying up, consequential loss, bodily injury, all forms of financial loss, as well as any claims by third parties, save in the event of intent or conscious recklessness on the side of Mach4Metal or by anyone part of Mach4Metal's management. The total liability Mach4Metal might have in any circumstance under this Agreement, shall never exceed the amount of 70.000 EUR.
- 4.7 Mach4Metal will do its best to, where available, provide the Buyer with the instruction manuals, maintenance manuals and spare parts list for the Products in English language or any other available language, in any version available, with the delivery of the Products.

Article 5 - Force Majeure and Related Terms

- 5.1 Mach4Metal is not obligated to observe its obligations should she be hindered as a result of circumstances beyond her control for which she cannot lawfully, legally or socially be held accountable.
- 5.2 Under this Agreement force majeure comprises of all external causes, unforeseen, on which Mach4Metal has no influence and which may impede Mach4Metal's ability to comply with her obligations. Such events, circumstances or causes include, without limitation, those arising as a result of an epidemic or pandemic, which may include without limitation, acts of government or government-imposed restrictions and/or measures, reduced workforce, supply chain breakdown and unavailability of materials. In such circumstances, Mach4Metal shall be entitled to a reasonable extension of time for performing such obligations and Mach4Metal will be entitled to dissolve the Agreement without being obliged to pay any compensation to Buyer.
- 5.3 If due to COVID-19 outbreak Mach4Metal is for any reason that is beyond its control and that has occurred after the date of this Agreement conclusion in delay with the delivery of the Products, such delay should be considered as permissible delay. Mach4Metal will inform the Buyer on occurrence of reasons that will cause permissible delays immediately after their occurrence in order to mitigate any negative consequences arising thereof.
- 5.4 The Buyer cannot invoke force majeure and waives his right to demand (partial) dissolution and/or cancellation of the Agreement. Furthermore, the Buyer is not allowed to (partly) dissolve or change the Agreement on the basis of Covid-19 related circumstances.

Article 6 – Prohibition of assignment

The Buyer is not allowed to assign or transfer its rights and obligations under the Agreement to a third party without the prior written consent of Mach4Metal. Mach4Metal is entitled to set conditions for its permission.

Article 7 – Applicable law and competent court

- 7.1 This Agreement is governed by, and shall be construed and interpreted in accordance with the Swiss laws. The United Nations Convention on Contracts for the International Sale of Goods (the "Vienna Treaty" or the "CISG") is not applicable to this Agreement.
- 7.2 All disputes arising in connection with this Agreement, including disputes concerning its existence and validity, shall be resolved by the competent court in Zurich.

Agreed upon and drawn up in twofold and signed

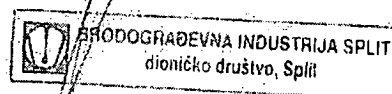
Mach 4 Metal B.V.
on behalf of the above:
Mr B. Klein Herenbrink


PRACTICE
Tribunale di
6900 DA Bubberich
B. Klein Herenbrink 316-247123
www.mach4metal.com
Bubberich

Place:

Date: 20.04.2020

Brodosplit JSC
on behalf of the above
Mr. Tomislav Debeljak



Tomislav Debeljak

Place:

Date: 30.4.2020.

OVAJ PRIJEVOD SASTOJI SE OD:
4 stranice / 9 listova
Broj ovjere: OV-EH-271/2022
Datum: 15. 6. 2022.

Ovjereni prijevod s engleskog jezika
(Ugovor)

Contract of purchase and sale**The Parties:**

1. the private company with limited liability **MACH 4 METAL B.V.**, a company organised under the laws of the Netherlands, having its registered office in Babberich, and having its principal place of business in (6909 DA) Babberich (the Netherlands) at Transito 21, in this matter represented by **BASTI HOLD B.V.**, itself represented by Mr B. Klein Herenbrink, hereinafter called: "Mach4Metal";

and

2. the private company with limited liability **BRODOSPLIT JSC**, a company organised under the laws of Croatia having its registered office in Split and having its principal place of business in (21000) Split, at Put Supavica 21 in this matter represented by Tomislav Debeljak, hereinafter called: "Buyer";

Mach4Metal and the Buyer are hereinafter collectively referred to as: "Parties" or individually as: "Party".

Have agreed on the following:**Article 1 – Scope of the Agreement**

- 1.1 Mach4Metal sells to the Buyer, as the Buyer purchases from Mach4Metal, the following used products (hereinafter referred to: the "Products"):

Description machine	Type	Serial	Price €	Location
Kaltenbach APS 603 profile drill 600 x 500 mm	APS 603 R	99.03.5726	15.000	6827-NL
Innocenti Rotay & Turn table 3000 x 60 T	PM 250	1587	45.000	6909-NL
Pullmax X 97 Sheet Bevelling machine	X-97	76000-65	5.000	6909-NL
Pullmax X 93 Angle bevelling machine 3 – 50 mm	X-93	76000-40	5.000	6909-NL
Baykal APHS CNC Pressbrake 3700 x 600 T	APHS 37600	21269	45.000	6909-NL
Baykal CNC Pressbrake 3100 x 240 Ton Y1 / Y2 / X	APHS 3112 x 240	19099	20.000	6909-NL
HACO Gullotine HSLX 4100 x 13 mm Robosoft SC7P	HSLX 4013	69342	17.000	6909-NL
Haeusler 4 roll plate bender 3000 x 110 mm	VRM-HY	WO89-1667	175.000	6827-NL
Roundo 4 roll plate bender 3000 x 65 mm	PAS-650	914897	123.000	6991-NL
ROUND0 S-2 Hydraulic Joggling machine	S2	843305	4.500	6909-NL
TECNOMAGNETE Lifting Hor + Vert 12.000 x 3500 Kg	TB 6/35	unknown	28.000	6827-NL
Messer CNC Thermocut cutting table 14.000 x 3000 plasma	MultiTherm eco	.220014	82.000	6827-NL
Haeusler Crocodile shell Ø 6000 x 70 mm	Crocodil	021-1872	140.000	6827-NL
Haeusler Clamp Shell Ø 5500 x 40 mm	Clamp	071-1973	75.000	6827-NL
Transport trolley set 40 T Nylon wheels	ST120	SR120-00086	1.200	6909-NL
Faccin Dishing Press PPM + Manipulator MA 120 Ø 8000	PPM 800/8	99011819-1749	160.000	6909-NL
Mackey & Bowley PP 1000 T EURO Power press Hydraulic	U-S	8541-01	10.000	6909-NL
ESAB Welding column boom 3000 LAF 1600 DC + TAF 1250 AC	CAB 460	A100843	30.000	6827-NL
ESAB Welding column boom 3000 LAF 1600 DC + TAF 1250 AC	CAB 460	A100846	20.000	6827-NL
Lambert Jouty welding rotator 125T vessel range Ø 8000 mm	Carriage	018/105A	20.000	6827-NL
ESAB GANTRAC Profile welding line 14.000 x 1.000 x 1.000 mm	ARISTO 1000 AC/DC SAW	035-348-4181	35.000	6827-NL
Birlik 4 roll plate bender 4000 x 16 mm	HRB-4	635009011	30.000	6909-NL

DMU 60 T X / Y / Z 630 x 560 x 560 + B-Axis 100 Gr head	DMU 60 T	1112 0002863	22.000	6909-NL
PAMA CNC Rotary table 4250 x 4250 x 150t and V Axis 2500mm	PM 325 FT	122.275	96.000	59300-FR
WALDRICH Portal milling machine PF-F 150 (530) 400 x 12.000 mm	PF-F-150(1)-530/400	10475	446.300	6909-NL
total value 1.650.000				

The above information has been obtained to the best of Mach4Metal's ability and belief and from the manufacturers where possible. It is given in good faith, but its accuracy cannot be guaranteed. Accordingly, it will not form a representation or constitute contractual terms. It is the responsibility of the Buyer to check any vital details of the Products.

Article 2 – Price and Payment

- 2.1 The total purchase price of the Products supplied under this Agreement is EUR 1.650.000,00, (one million and six hundred thousand and fifty euros). The purchase price is exclusive of VAT (BTW), other taxes or surcharges and transportation costs.
- 2.2 The purchase price will be paid in a way that a security deposit of EUR 20.000 (twenty thousand euros) will be paid by the Buyer at the latest within 3 days after the invoice date, while another 10% (ten percent) of the total purchase price, minus EUR 20.000 from the security deposit, will be paid after successful inspection of all contracted Products by the Buyer. If for some Products both Parties agree that they lack the parts necessary for full functionality, then the Buyer has the right to cancel the purchase of those Product(s). The rest of 90 % of the purchase price has to be paid every time ultimately before loading of the first truck regarding each Product, according to the price of the Product(s) to be loaded (as per list in Article 1). This means that the purchase price of a Product has to be completely paid before the loading of the first truck regarding the Product. All payments and takeovers shall take place latest in 4 months after the invoice date.
- 2.3 Mach4Metal shall send the Buyer a specified invoice for the delivery of the Products.
- 2.4 In the event that the Buyer performs a partial payment for the Products under this Agreement, but does not pay the entire amount due for payment within 4 months from the date of the invoice issued by Mach4Metal, Mach4Metal is entitled to dissolve the Agreement with regard to the pertaining Products not delivered and paid for, provided that the Buyer does not make the payment during the notice period of 14 days. At the same time, Mach4Metal reserves the right to claim full compensation of all damage incurred as a result of or in connection herewith.
- 2.5 If a partial payment or payment after delivery of the Products is agreed, any complaints of the Buyer do not authorize a reduction or withholding of the agreed purchase price.

Article 3 – Terms of Delivery and Dates

- 3.1 Parties will mutually agree on a delivery date in writing.
- 3.2 The Products will be delivered FCA (Free Carrier), place as determined under table from Article 1.1., according to Incoterms 2010.
- 3.3 Mach4Metal is entitled to provide partial deliveries if previously agreed with the Buyer.
- 3.4 Shipment and delivery of the Products will be at the expense and risk of the Buyer, while dismantling and loading on trucks at locations named under Article 3.2., will be at expense and risk of Mach4Metal. The Buyer is aware that the transport will only be insured up to a maximum of the amount of the transport insurance of the carrier. Mach4Metal is expressly not liable for any damages suffered by the Buyer in connection with the shipment (transport) and delivery of the Products, except for intent or conscious recklessness on the side of Mach4Metal or by anyone part of Mach4Metal's management.
- 3.5 Should any export or provision permits or other permits or approvals under foreign trade laws which are necessary for the fulfillment of the Agreement not be issued by the competent authorities or should these not be issued by the competent authorities in good time, or should other hindrances which must be complied with by Mach4Metal as an exporter or which must be complied with by the suppliers of Mach4Metal due to regulations under foreign trade laws

or embargo law prevent fulfilment of the Agreement or delivery, Mach4Metal shall be entitled to dissolve the Agreement or to withdraw from the individual delivery. Mach4Metal is not liable towards the Buyer with regard to any direct or indirect damage the Buyer may suffer as a result of this.

Article 4 - Guarantees and Liability

- 4.1 The Products sold by Mach4Metal are second-hand machinery. The Products are sold and delivered "as is, where is", in its present condition and in the place in which it is. Mach4Metal does not provide the Buyer with any warranty or guarantee for the Products sold. Yet, the Parties agree that if a Product does not work after installation by the Buyer, and cannot be brought into operation by the Buyer with reasonable effort, the purchase price of the non-working Product will be reduced with 5% of the price of the non-working Product as follows from the list in Article 1.
- 4.2 The Buyer has the right to view or inspect the Products up till 120 days after signing of the Agreement. If, for whatever reason, the Buyer uses this right only in part or not at all, the Buyer accepts the condition of the Products unseen, except as per agreement in Article 4.1.
- 4.3 All risks associated with the Products are transferred from Mach4Metal to the Buyer when the Products are delivered into the custody of the carrier.
- 4.4 The Buyer shall notify Mach4Metal of any complaints regarding the Products within 30 days after the transport date of the Product(s) or at least within 30 days after he could reasonably have discovered the defects.
- 4.5 Mach4Metal is exempted from the obligation towards the Buyer for presence or absence of a CE marking and CE certificates regarding the Products. The Buyer is solely responsible for conducting the safety assessments regarding the Products and for the verification that all applicable regulations are met.
- 4.6 Mach4Metal is not liable for any direct or indirect damage the Buyer suffers, explicitly including although not limited to a loss of profits, loss of income, costs incurred during laying up, consequential loss, bodily injury, all forms of financial loss, as well as any claims by third parties, save in the event of intent or conscious recklessness on the side of Mach4Metal or by anyone part of Mach4Metal's management. The total liability Mach4Metal might have in any circumstance under this Agreement, shall never exceed the amount of 70.000 EUR.
- 4.7 Mach4Metal will do its best to, where available, provide the Buyer with the instruction manuals, maintenance manuals and spare parts list for the Products in English language or any other available language, in any version available, with the delivery of the Products.

Article 5 - Force Majeure and Related Terms

- 5.1 Mach4Metal is not obligated to observe its obligations should she be hindered as a result of circumstances beyond her control for which she cannot lawfully, legally or socially be held accountable.
- 5.2 Under this Agreement force majeure comprises of all external causes, unforeseen, on which Mach4Metal has no influence and which may impede Mach4Metal's ability to comply with her obligations. Such events, circumstances or causes include, without limitation, those arising as a result of an epidemic or pandemic, which may include without limitation, acts of government or government-imposed restrictions and/or measures, reduced workforce, supply chain breakdown and unavailability of materials. In such circumstances, Mach4Metal shall be entitled to a reasonable extension of time for performing such obligations and Mach4Metal will be entitled to dissolve the Agreement without being obliged to pay any compensation to Buyer.
- 5.3 If due to COVID-19 outbreak Mach4Metal is for any reason that is beyond its control and that has occurred after the date of this Agreement conclusion in delay with the delivery of the Products, such delay should be considered as permissible delay. Mach4Metal will inform the Buyer on occurrence of reasons that will cause permissible delays immediately after their occurrence in order to mitigate any negative consequences arising thereof.
- 5.4 The Buyer cannot invoke force majeure and waives his right to demand (partial) dissolution and/or cancellation of the Agreement. Furthermore, the Buyer is not allowed to (partly) dissolve or change the Agreement on the basis of Covid-19 related circumstances.

Article 6 - Prohibition of assignment

The Buyer is not allowed to assign or transfer its rights and obligations under the Agreement to a third party without the prior written consent of Mach4Metal. Mach4Metal is entitled to set conditions for its permission.

Article 7 - Applicable law and competent court

- 7.1 This Agreement is governed by, and shall be construed and interpreted in accordance with the Swiss laws. The United Nations Convention on Contracts for the International Sale of Goods (the "Vienna Treaty" or the "CISG") is not applicable to this Agreement.
- 7.2 All disputes arising in connection with this Agreement, including disputes concerning its existence and validity, shall be resolved by the competent court in Zurich.

Agreed upon and drawn up in twofold and signed

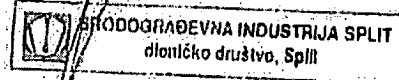
Mach 4 Metal B.V.
on behalf of the above:
Mr B. Klein Herenbrink


MACH4METAL B.V.
Transito 21
5900 DA Babberich
B. Klein Herenbrink 346 247 123
www.mach4metal.com
Babberich

Place:

Date: 20.04.2020

Brodosplit JSC
on behalf of the above:
Mr. Tomislav Debeljak



Tomislav Debeljak

Place:

Date: 30.4.2020.

Kupoprodajni ugovor

Strane:

1. privatno društvo s ograničenom odgovornošću **MACH 4 METAL B.V.**, društvo osnovano prema zakonima Nizozemske, sa sjedištem u Babberichu i glavnim mjestom poslovanja u (6909 DA) Babberichu (Nizozemska) na adresi Transito 21, koje u ovoj stvari zastupa BASTIHOLD B.V., koje zastupa Mr B. Klein Herenbrink, u daljnjem tekstu: „Mach4Metal“;

2. privatno društvo s ograničenom odgovornošću **BRODOSPLIT JSC**, društvo osnovano prema zakonima Hrvatske, sa sjedištem u Splitu i glavnim mjestom poslovanja u (21000) Splitu, na adresi Put Supavla 21, koje u ovoj stvari zastupa Tomislav Debeljak, u daljnjem tekstu: „Kupac“;

Društvo Mach4Metal i Kupac se u daljnjem tekstu zajednički nazivaju „Strane“, a pojedinačno „Strana“.

Strane su ugovorile kako slijedi: Članak 1. - Opseg Ugovora

1.1 Društvo Mach4Metal Kupcu prodaje, a Kupac kupuje od društva Mach4Metal, sljedeće rabljene proizvode (u daljnjem tekstu: „Proizvodi“):

Opis stroja	Tip	Serijski broj	Cijena u €	Lokacija
Profilno svrdlo Kaltenbach APS 603 600 x 500 mm	APS 603 R	99.03.5726	15.000	6827-NL
Rotacijski i okretni stol Innocenti 3000 x 60 T	PM 250	1587	45.000	6909-NL
Stroj za koso rezanje limova Pullmax X 97	X-97	76000-65	5.000	6909-NL
Stroj za kutno rezanje Pullmax X 93 3-50 mm	X-93	76000-40	5.000	6909-NL
CNC Preša za kutno savijanje Baykal APhS 3700 x 600 T	APHS 37600	21269	45.000	6909-NL
CNC Preša za kutno savijanje Baykal 3100 x 240 Ton Y1 / Y2 / X	APHS 3112 x 240	19099	20.000	6909-NL
Strojne škare za lim HACO HSLX 4100 x 13 mm Robosoft SC7P	HSLX 4013	69342	17.000	6909-NL
Stroj za savijanje limova s četiri valjka Haeusler 3000 x 110 mm	VRM-HY	W089-1667	175.000	6827-NL
Stroj za savijanje limova s četiri valjka Roundo 3000 x 65 mm	PAS-650	914897	123.000	6991-NL
Hidraulični stroj za izradu prirubnica ROUND0 S-2	S2	843305	4.500	6909-NL
Magnetni podizač za horizontalno i vertikalno podizanje TECNOMAGNETE 12.000 x 3500 Kg	TB 6/35	nepoznato	28.000	6827-NL
CNC stol za toplinsko rezanje Messer 14.000 x 3000, plazma	MultiTherm eco	.220014	82.000	6827-NL
Stroj za zavarivanje Haeusler Crocodile Ø 6000 x 70 mm	Stroj za zavarivanje	021-1872	140.000	6827-NL
Jedinica za sklapanje i zavarivanje Haeusler Clamp Ø 5500 x 40 mm	Jedinica za sklapanje i zavarivanje	071-1973	75.000	6827-NL
Transportna kolica, komplet 40 T, najlonski kotači	ST120	SR120-00086	1.200	6909-NL
Hidraulična preša Faccin PPM + manipulator MA120 Ø 8000	PPM 800/8	99011819-1749	160.000	6909-NL
Motorna hidraulična preša Mackey & Bowley PP 1000 T EURO	U-S	8541-01	10.000	6909-NL
Nosač automata za zavarivanje ESAB 3000 LAF 1600 DC + TAF 1250 AC	CAB 460	A100843	30.000	6827-NL
Nosač automata za zavarivanje ESAB 3000 LAF 1600 DC + TAF 1250 AC	CAB 460	A100846	20.000	6827-NL
Okretaljka za zavarivanje Lambert Jouty 125T, promjer cijevi Ø 8000 mm	Nosač	018/105A	20.000	6827-NL
Linija za zavarivanje profila ESAB GANTRAC 14.000 x 1.000 x 1.000 mm	ARISTO 1000 AC/DC SAW	035-348-4181	35.000	6827-NL
Stroj za savijanje limova s četiri valjka Birluk 4000 x 16 mm	HRB-4	635009011	30.000	6909-NL

Glava za brušenje DMU 60 T X / Y / Z 630 x 560 x 560+ B-os 100	DMU 60 T	1112 0002863	22.000	6909-NL
CNC rotacijski stol PAMA 4250 x 4250 x 150 t i V-os 2500 mm	PM 325 FT	122.275	96.000	59300-FR
Portalna glodalica WALDRICH PF-F 150 (530) 400 x 12.000 mm	PF-F-150(1)-530/400	10475	446.300	6909-NL

Ukupna vrijednost 1.650.000

Gorenavedeni podaci pribavljeni su uz najbolje nastojanje i uvjerenje društva Mach4Metal, od proizvođača, kada je to bilo moguće. Iako se daju u dobroj vjeri, ne može se jamčiti njihova točnost. Stoga, oni neće predstavljati jamstvo ili ugovorne uvjete. Kupac je odgovoran za provjeru bilo kakvih važnih pojedinosti o Proizvodima.

Članak 2. - Cijena i plaćanje

- 2.1 Ukupna kupovna cijena Proizvoda koji se isporučuju prema ovom Ugovoru je 1.650.000,00 EUR (jedan milijun i šesto pedeset tisuća eura). Kupovna cijena obračunata je ne uključujući PDV (BTW), druge poreze ili naknade te troškove prijevoza.
- 2.2 Kupovna cijena plaća se tako da će Kupac platiti sigurnosni polog od 20.000 EUR (dvadeset tisuća eura) najkasnije u roku od 3 dana od datuma računa, a još 10 % (deset posto) ukupne kupovne cijene, umanjeno za 20.000 EUR iznosa sigurnosnog pologa, Kupac će platiti nakon inspekcije svih ugovorenenih Proizvoda s uspješnim ishodom. Ako su u vezi s određenim Proizvodima obje strane suglasne da im nedostaju određeni dijelovi potrebni za ispravan rad, Kupac ima pravo otkazati kupnju tih Proizvoda.
Preostalih 90 % kupovne cijene potrebno je platiti svaki put prije utovara prvog kamiona, za svaki Proizvod, sukladno cijeni Proizvoda koji se utovaruje (prema popisu u članku 1.). To znači da kupovna cijena određenog Proizvoda mora biti u potpunosti plaćena prije utovara prvog kamiona za taj Proizvod. Sva plaćanja i primopredaje vrše se najkasnije 4 mjeseca nakon datuma računa.
- 2.3 Društvo Mach4Metal Kupcu šalje detaljan račun za isporuku Proizvoda.
- 2.4 Ako Kupac izvrši djelomično plaćanje za Proizvode prema ovom Ugovoru, no ne plati cijeli plativi iznos u roku od 4 mjeseca od datuma računa koji je izdalo društvo Mach4Metal, društvo Mach4Metal ima pravo raskinuti Ugovor s obzirom na relevantne Proizvode koji nisu isporučeni i plaćeni, pod uvjetom da Kupac ne izvrši plaćanje tijekom otkaznog roka od 14 dana. Društvo Mach4Metal istovremeno zadržava pravo potraživanja pune naknade za svu štetu koju je pretrpjelo kao posljedicu navedenog ili u vezi s tim.
- 2.5 Ako je dogovoreno djelomično plaćanje ili plaćanje po isporuci Proizvoda, nikakvi prigovori Kupca nisu temelj za smanjenje ili uskratu plaćanja ugovorene kupovne cijene.

Članak 3. - Uvjeti isporuke i datumi

- 3.1 Strane će datum isporuke dogovoriti pismenim putem.
- 3.2 Proizvodi će biti isporučeni FCA (franko prijevoznik) na lokaciju koja će se odrediti prema tablici iz članka 1.1., u skladu s uvjetima Incoterms 2010.
- 3.3 Društvo Mach4Metal ima pravo vršiti djelomične isporuke ako je tako prethodno dogovoreno s Kupcem.
- 3.4 Otprema i isporuka Proizvoda vršit će se na trošak i rizik Kupca, a rastavljanje i utovar na kamione na lokacijama navedenim u članku 3.2. vršit će se na trošak i rizik društva Mach4Metal. Kupac je svjestan da će prijevoz biti osiguran samo do maksimalnog iznosa osiguranja prijevoza prijevoznika. Društvo Mach4Metal izričito nije odgovorno za bilo kakvu štetu koju pretrpi Kupac u vezi s otpremom (prijevozom) i isporukom Proizvoda, osim u slučaju namjernog postupanja ili svjesnog nemara društva Mach4Metal ili bilo kojeg člana uprave društva Mach4Metal.
- 3.5 Ako nadležna tijela ne izdaju bilo koje dozvole za izvoz ili isporuku ili druge dozvole ili odobrenja prema zakonima o vanjskoj trgovini koje su potrebne za izvršenje Ugovora ili ako ih nadležna tijela ne izdaju na vrijeme ili ako druge prepreke kojih se društvo Mach4Metal mora pridržavati kao izvoznik ili kojih se moraju pridržavati dobavljači društva Mach4Metal zbog zakona o vanjskoj trgovini ili embargu onemogućavaju izvršenje Ugovora ili isporuke, društvo Mach4Metal ima pravo raskinuti Ugovor ili povući Pojedinačnu isporuku. Društvo Mach4Metal ne snosi odgovornost prema Kupcu u vezi s bilo kakvom izravnom ili neizravnom štetom koju Kupac može pretrpjeti uslijed navedenog.

Članak 4. - Jamstva i odgovornost

- 4.1 Proizvodi koje prodaje društvo Mach4Metal su rabljeni strojevi. Proizvodi se prodaju i isporučuju „u stanju u kojem jesu i tamo gdje jesu“, u trenutnom stanju i na mjestu na kojem se nalaze. Društvo Mach4Metal Kupcu ne pruža nikakvo jamstvo ili garanciju za Proizvode koji se prodaju.
Međutim, Strane su suglasne da, u slučaju da određeni Proizvod ne radi nakon što ga je Kupac ugradio i ako ga Kupac razumnim naporom ne može dovesti u ispravno stanje, kupovna cijena neispravnog proizvoda bit će umanjena za 5 % cijene neispravnog proizvoda sukladno popisu u članku 1.
- 4.2 Kupac ima pravo pregledati Proizvod ili izvršiti inspekciju nad njim u roku od 120 dana nakon potpisivanja Ugovora. Ako zbog bilo kojeg razloga Kupac to pravo iskoristi samo djelomično ili ga uopće ne iskoristi, Kupac prihvaća stanje Proizvoda „na neviđeno“, osim ako nije drugačije određeno temeljem suglasnosti iz članka 4.1.

- 4.3 Svi rizici povezani s Proizvodima prenose se s društva Mach4Metal na Kupca pri predaji Proizvoda na brigu prijevozniku.
- 4.4 Kupac obavještava društvo Mach4Metal o bilo kakvim prigovorima u vezi s Proizvodima u roku od 30 dana nakon datuma prijevoza Proizvoda ili barem u roku od 30 dana nakon što je razumno mogao otkriti nedostatke.
- 4.5 Društvo Mach4Metal izuzeto je od obveze prema Kupcu da uključi ili izostavi oznaku LE i certifikat CE u vezi s Proizvodima. Kupac ima isključivu odgovornost za provođenje procjena sigurnosti u vezi s Proizvodima i za provjeru sukladnosti sa svim primjenjivim propisima.
- 4.6 Društvo Mach4Metal nije odgovorno ni za kakvu izravnu ili neizravnu štetu koju Kupac pretrpi, izričito uključujući, no ne ograničavajući se na, gubitak dobiti, gubitak prihoda, troškove nastale tijekom obustave rada, posljedične gubitke, tjelesne ozljede, sve oblike financijskih gubitaka, kao i bilo koja potraživanja trećih strana, osim u slučaju namjernog ili svjesnog nemara društva Mach4Metal ili bilo kojeg člana uprave društva Mach4Metal. Ukupni iznos obveze koju društvo Mach4Metal može imati u bilo kojim okolnostima temeljem ovog Ugovora nikad ne prelazi 70.000 EUR.
- 4.7 Društvo Mach4Metal nastojat će, kada to bude moguće, Kupcu dostaviti priručnike s uputama, priručnike za održavanje i popise rezervnih dijelova za Proizvode na engleskom ili bilo kojem drugom dostupnom jeziku, u bilo kojoj dostupnoj verziji, uz isporuku Proizvoda.

Članak 5. - Viša sila i povezane odredbe

- 5.1 Društvo Mach4Metal nije obvezno ispunjavati svoje obveze ako u tome bude spriječeno uslijed okolnosti nad kojima nema kontrolu i za koje ne može odgovarati u zakonskom, pravnom ili socijalnom smislu.
- 5.2 Prema ovom Ugovoru, viša sila obuhvaća sve nepredviđene vanjske uzroke na koje društvo Mach4Metal nema utjecaja i koji mogu onemogućiti društvu Mach4Metal da ispunjava svoje obveze. Takvi događaji, okolnosti ili uzroci uključuju, no nisu ograničeni na, one koji nastaju uslijed epidemije ili pandemije, što može uključivati, no nije ograničeno na, postupke državnih vlasti ili ograničenja i/ili mjere koje nametnu državne vlasti, smanjenja radne snage, prekide lanca opskrbe i nedostupnost materijala. U takvim okolnostima, društvo Mach4Metal ima pravo na razumno produženje roka za ispunjenje takvih obveza i društvo Mach4Metal ima pravo raskinuti Ugovor bez obveze isplate bilo kakve naknade Kupcu.
- 5.3 Ako uslijed izbijanja epidemije COVIDA-19 društvo Mach4Metal zbog bilo kojeg razloga koji je izvan njegove kontrole i koji se dogodio nakon datuma sklapanja ovog Ugovora bude kasnilo s isporukom Proizvoda, takvo se kašnjenje treba smatrati dopuštenim kašnjenjem. Društvo Mach4Metal obavijestit će Kupca o uzroku dopuštenog kašnjenja odmah nakon njegovog nastanka kako bi ublažilo bilo kakve negativne posljedice koje iz njega mogu proizaći.
- 5.4 Kupac se ne može pozvati na višu silu i odriče se prava na zahtijevanje (djelomičnog) raskida i/ili otkazivanja Ugovora. Nadalje, Kupac ne smije (djelomično) raskinuti ili izmijeniti Ugovor na temelju okolnosti povezanih s Covidom-19.

Članak 6. - Zabrana prijenosa

Kupac ne smije ustupiti ili prenijeti svoja prava i obveze prema Ugovoru na treću stranu bez prethodnog pismenog pristanka društva Mach4Metal. Društvo Mach4Metal ima pravo postaviti uvjete davanja svojeg pristanka.

Članak 7. - Primjenjivo pravo i nadležni sud

- 7.1 Na ovaj se Ugovor primjenjuju švicarski zakoni te se on tumači u skladu s njima. Konvencija Ujedinjenih naroda o ugovorima o međunarodnoj prodaji robe („Bečka konvencija“ ili „CISG“) nije primjenjiva na ovaj Ugovor.
- 7.2 Svi sporovi koji nastanu u vezi s ovim Ugovorom, uključujući sporove o njegovom postojanju ili valjanosti, rješavaju se na nadležnom sudu u Zürichu.

Ugovoreno i sastavljeno u dva primjerka te potpisano

Mach 4 Metal B.V.

u ime gorenavedenog:

Mr B. Klein Herenbrink

/potpis nečitljiv/

B. Klein Herenbrink

/sadržaj pečata: nečitljivo, Transito 21,

nečitljivo, Babberich, nečitljivo/

Mjesto: Babberich

Datum: 28. 4. 2020.

/nečitljivi parafi na svakoj stranici osim posljednje/

Brodosplit JSC

u ime gorenavedenog

Tomislav Debeljak

/potpis nečitljiv/

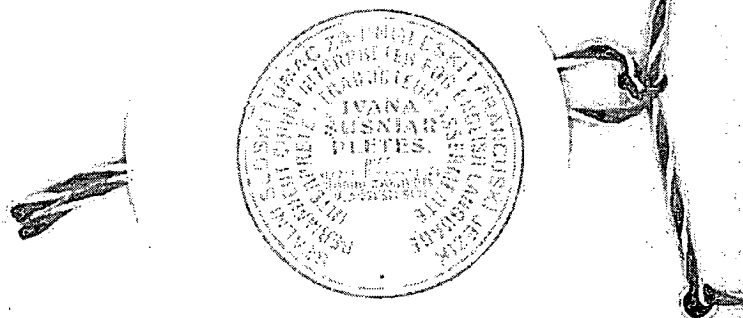
Tomislav Debeljak

/sadržaj pečata: logotip, BRODOGRADEVNA INDUSTRIJA

SPLIT, dioničko društvo, Split/

Mjesto:

Datum: 30. 4. 2020.



Prilog 3.

Plaćeni račun u iznosu od EUR 20,000 od dana 4. svibnja 2020.

MACH4METAL b.v.

Proforma invoice

Brodosplit d.d.
Put Supavla 21
21000 Split
Kroatia

Mach4metal bv.
Transito 21
6909 DA Babberich

Tel: +31(0)316247123
Fax: +31(0)316247956
Email: info@mach4metal.com
Internet: www.mach4metal.com

Invoice Number : 2190456
Invoice Date: 04.05.2020
Customer Number: 4535
VAT : HR18556905592

ING BANK 66.52.13.883
Iban: NL33INGB0665213883
Bic/Swift INGBNL2A
VAT Number: NL815393635B01
KvK-Number: 09155965

Description	Amount
-------------	--------

Deposit for the used machines in contract
see annex total price is € 1.650.000,00

€ 20.000,00

VAT due under the reverse charge rule VAT 0%

Total in EUR:

€ 20.000,00

Payment: Directly 3 days after invoice date

Transport : Free loaded on trucks, ex works Holland

Goods do not pass until payment is received in full to Mach4Metal BV.

MACH4METAL BV
Transito 21
6909 DA Babberich
Tel: 0031(0)316247123
Fax: 0031(0)316247956
Email: info@mach4metal.com
Website: www.mach4metal.com

OVAJ PRIJEVOD SASTOJI SE OD:

1 stranice / 3 lista

Broj ovjere: OV-EH-270/2022

Datum: 14. 6. 2022.

Ovjereni prijevod s engleskog jezika
(Predračun)

Bellage Nr. 7

Proforma invoice

ING BANK 66.52.13.883
Iban: NL33INGB0665213883
Bic/Swift INGBNL2A
VAT Number: NL815393635B01
KvK-Number: 09155965

~~CONFIDENTIAL~~

aan te wijzen op de noodzaak van een nieuw, meer algemeen, diversificatiebeleid van de KMO's en de MKB, gericht op het verbeteren van de concurrentievervalsing op de Nederlandse markt. Het is belangrijk dat de Nederlandse Staat de concurrentievervalsing op de Nederlandse markt kan terugdringen op een manier die niet tot concurrentievervalsing leidt.

MACH4METAL b.v.

Predračun

Mach4metal bv.
Transito 21
6909 DA Babberich

Brodosplit d.d.
Put Supavla 21
21000 Split
Hrvatska

Tel.: +31(0)316247123
Fax.: +31(0)316247956
E-mail: info@mach4metal.com
Internet: www.mach4metal.com

Broj računa: 2190456
Datum računa: 04.05.2020.
Broj kupca: 4535
PDV: HR18556905592

ING BANK 66.52.13.883
IBAN: NL33INGB0665213883
Bic/Swift INGBNL2A
PDV broj: NL815393635B01
Broj u Trg. reg.: 09155965

Opis
Polog za rabljene strojeve iz ugovora
vidi prilog, ukupna cijena je 1,650.000,00 €

Iznos

20.000,00 €

Plativi PDV prema pravilu o obrnutoj poreznoj obvezi je 0 %

Ukupno u EUR: 20.000,00 €

Plaćanje: 3 dana od datuma računa

Prijevoz: franko utovar na kamione, franko tvornica u Nizozemskoj

Roba se ne predaje dok društvo Mach4Metal B.V. ne zaprimi plaćanje u potpunosti.

/potpis nečitljiv/

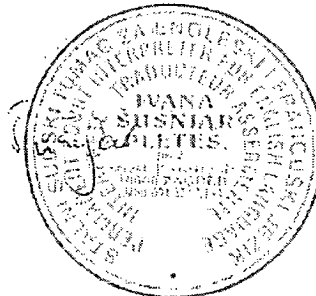
/sadržaj pečata nečitljiv/

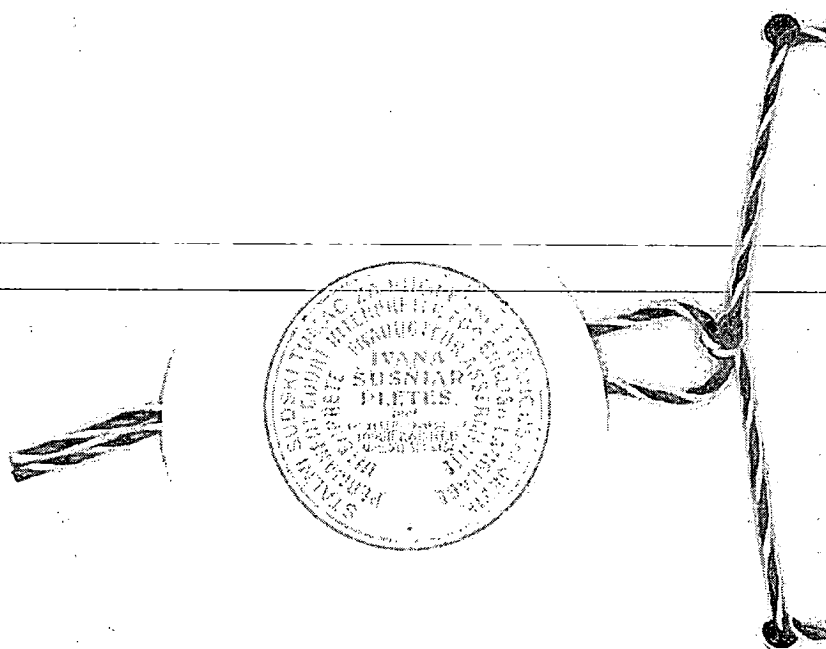
/tekst na dnu dokumenta nečitljiv/

Ja, Ivana Šušnjar Pleteš iz Zagreba, stalni sudski tumač za engleski i francuski jezik, ponovno imenovana rješenjem predsjednika Županijskog suda u Zagrebu 11. listopada 2021., broj: 4 su-1314/2021, potvrđujem da gornji prijevod potpuno odgovara izvorniku sastavljenom na engleskom jeziku.

U Zagrebu 14. 6. 2022.

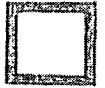
Br. ovjere: OV-EH-270/2022





Prilog 4.

Dopis od dana 23. prosinca 2020., uz prijevod



Schärer
Rechtsanwälte

International Registered Courier
Brodosplit JSC
Mr. Nadan Beara
Put Supavla 21
21000 Split
Croatia

Aarau, December 23, 2020

B3082757 ML/ML

Mach4Metal: Purchase Agreement, your email dated 17/12/2020

Dear Mr. Beara

We acknowledge receipt of your email dated December 17, 2020. We note that Brodosplit reaffirms being bound by the Purchase Agreement, dated April 30, 2020 between my Client and Brodosplit and to be in default of payment.

My Client is aware of the effects of the Covid-19 pandemic on businesses across Europe. Despite this, my Client has met its contractual obligations at all time. In particular, my Client prepared all Products to be picked-up by you as set forth in the Purchase Agreement. Nevertheless, my Client is willing to amend the terms of payment and delivery as follows:

- Down payment of 20% of the contract value by January 15, 2021.
- Pick-up of all Products by June 30, 2021 the latest. Payment for each product has to be received before pick-up of each Product.

Since payments due and pick-up of the Products are heavily delayed, my Client needs to relocate the Roundo sheet metal roller to a new stor-

NIK BRÄNDLI
PETER WIDMER¹
DR. CONRAD M. WALTHER
DR. MICHAEL HUNZIKER
KASPAR HEMMELER
MARTINA HUNZIKER
MARTIN PLÜSS
CHRISTIAN BÄR
JÖRG WALTHER
GEORG SCHÄRER
DAYANA BERÉNYI KAMM
FELIX WEBER
CHRISTOPH BUNDI
BRIGITTE BITTERLI
DR. SIMONE WALTHER
TOM SCHAFFNER
REBECCA WYNIGER-GÄRTNER
DOMINIK BRÄNDLI
DANIELA KÜNG
JULIA NICK
TABEA PFEUTI¹
DR. JOSIANNE MAGNIN
DR. STEPHANIE LEINHARDT
DR. MARCEL LANZ
CÉCILE SCHMIDLIN

Rechtsanwältinnen/Rechtsanwälte
eingetragen im Anwaltsregister

¹ nicht als Rechtsanwältin/Rechtsanwalt
eingetragen

age facility. This causes additional costs of EUR 4'000.00 at your expense.

Please be advised that the storage costs for the Products being stored on your behalf and at our expense amount to EUR 104'000.00 per year (1300m² x EUR 80.00/m²). Size and weight of the Products require that they be stored at a facility with a heavy duty crane increasing the rent charged.

If the down payment in the amount of 20% of the contract value is received by January 15, 2021 and all Products are payed for and picked up by June 30, 2021 my Client is willing to waive the compensation due for storage costs and interests for late payment.

If my Client does not receive payment in the amount of 20% of the contract value by **January 15, 2021**, I am mandated to seek judicial relief for my Client's claims.

Sincerely,

SCHÄRER RECHTSANWÄLTE



Dr. Marcel Lanz
Attorney at Law

Copy to Client

By Email to: nadan.beara@divgroup.eu

Marcel Lanz

Von: Norina Stefani
Gesendet: Mittwoch, 23. Dezember 2020 17:05
An: 'nadan.beara@divgroup.eu'
Cc: 'bastiaan@mach4metal.com'; 'Mach4Metal Olli'; Marcel Lanz
Betreff: Mach4Metal
Anlagen: Brief an Brodosplit JSC, Split (3085883).pdf

Dear Mr. Beara

On behalf of Mr. Marcel Lanz I send you enclosed today's letter in the above mentioned matter in advance by email. You will receive this letter in the following days by mail.

Sincerely,
Norina Stefani
Sekretariat



Schärer
Rechtsanwälte

Hintere Bahnhofstrasse 6
CH-5001 Aarau
Telefon +41 62 837 50 00
Telefax +41 62 837 50 01
www.5001.ch



VERTRAULICHKEITSHINWEIS: <https://www.5001.ch/vertraulichkeitshinweis>

OVAJ PRIJEVOD SASTOJI SE OD:
2 stranice / 6 listova
Broj ovjere: OV-EH-272/2022
Datum: 15. 6. 2022.

Ovjereni prijevod s engleskog jezika
(E-mailovi)

Schärer
Rechtsanwälte

International Registered Courier
 Brodosplit JSC
 Mr. Nadan Beara
 Put Supavla 21
 21000 Split
 Croatia

Aarau, December 23, 2020

B3082757 ML/ML

Mach4Metal: Purchase Agreement, your email dated 17/12/2020

Dear Mr. Beara

We acknowledge receipt of your email dated December 17, 2020. We note that Brodosplit reaffirms being bound by the Purchase Agreement, dated April 30, 2020 between my Client and Brodosplit and to be in default of payment.

My Client is aware of the effects of the Covid-19 pandemic on businesses across Europe. Despite this, my Client has met its contractual obligations at all time. In particular, my Client prepared all Products to be picked-up by you as set forth in the Purchase Agreement. Nevertheless, my Client is willing to amend the terms of payment and delivery as follows:

- Down payment of 20% of the contract value by January 15, 2021.
- Pick-up of all Products by June 30, 2021 the latest. Payment for each product has to be received before pick-up of each Product.

Since payments due and pick-up of the Products are heavily delayed, my Client needs to relocate the Round sheet metal roller to a new stor-

NIK BRÄNDLI
 PETER WIDMER¹
 DR. CONRAD M. WALTHER
 DR. MICHAEL HUNZIKER
 KASPAR HEMMELER
 MARTINA HUNZIKER
 MARTIN PLÜSS
 CHRISTIAN BÄR
 JÖRG WALTHER
 GEORG SCHÄRER
 DAYANA BERÉNYI KAMM
 FELIX WEBER
 CHRISTOPH BUNDI
 BRIGITTE BITTERLI
 DR. SIMONE WALTHER
 TOM SCHAFFNER
 REBECCA WYNIGER-GÄRTNER
 DOMINIK BRÄNDLI
 DANIELA KÜNG
 JULIA NICK
 TABEA PFEUTLI¹
 DR. JOSIANNE MAGNIN
 DR. STEPHANIE LEINHARDT
 DR. MARCEL LANZ
 CÉCILE SCHMIDLIN

Rechtsanwältinnen/Rechtsanwälte
 eingetragen im Anwaltsregister
¹ nicht als Rechtsanwältin/Rechtsanwalt
 eingetragen

age facility. This causes additional costs of EUR 4'000.00 at your expense.

Please be advised that the storage costs for the Products being stored on your behalf and at our expense amount to EUR 104'000.00 per year ($1300\text{m}^2 \times \text{EUR } 80.00/\text{m}^2$). Size and weight of the Products require that they be stored at a facility with a heavy duty crane increasing the rent charged.

If the down payment in the amount of 20% of the contract value is received by January 15, 2021 and all Products are paid for and picked up by June 30, 2021 my Client is willing to waive the compensation due for storage costs and interests for late payment.

If my Client does not receive payment in the amount of 20% of the contract value by **January 15, 2021**, I am mandated to seek judicial relief for my Client's claims.

Sincerely,

SCHÄRER RECHTSANWÄLTE



Dr. Marcel Lanz
Attorney at Law

Copy to Client

By Email to: nadan.beara@dlvgroup.eu

Marcel Lanz

Von: Norina Stefani
Gesendet: Mittwoch, 23. Dezember 2020 17:05
An: 'nadan.beara@divgroup.eu'
Cc: 'bastiaan@mach4metal.com'; 'Mach4Metal Olli'; Marcel Lanz
Betreff: Mach4Metal
Anlagen: Brief an Brodosplit JSC, Split (3085883).pdf

Dear Mr. Beara

On behalf of Mr. Marcel Lanz I send you enclosed today's letter in the above mentioned matter in advance by email. You will receive this letter in the following days by mail.

Sincerely,
Norina Stefani
Sekretariat



Schärer
Rechtsanwälte

Hinterer Bahnhofstrasse 6
CH-5001 Aarau
Telefon +41 62 837 50 00
Telefax +41 62 837 50 01
www.5001.ch



VERTRAULICHKEITSHINWEIS: <https://www.5001.ch/vertraulichkeitshinweis>

Odvjetnici „Schärer Rechtsanwälte“
Prilog br. 29
/logotip/
Odvjetnici „Schärer Rechtsanwälte“

Međunarodna kurirska služba

Brodosplit JSC
g. Nadan Beara
Put Supavla 21
21000 Split
Hrvatska

Aarau, 23. prosinca 2020.
B3082757 ML/ML

Mach4Metal: Ugovor o kupoprodaji, vaša poruka elektroničke pošte od 17. 12. 2020.

Poštovani g. Beara,

Potvrđujemo primitak vaše poruke elektroničke pošte od 17. prosinca 2020. Ističemo da društvo Brodosplit ponovo potvrđuje da je obvezano Ugovorom o kupoprodaji od 30. travnja 2020. između mog Klijenta i društva Brodosplit te da nije ispunilo obvezu plaćanja.

Moj je Klijent svjestan utjecaja pandemije Covida-19 na tvrtke diljem Europe. Unatoč tome, moj je Klijent u svako vrijeme ispunjavao svoje ugovorne obveze. Posebno, moj je Klijent pripremio sve Proizvode za preuzimanje od strane vas kako je navedeno u Ugovoru o kupoprodaji. Ipak, moj je Klijent voljan izmijeniti uvjete plaćanja i isporuke na sljedeći način:

- Plaćanje unaprijed 20 % vrijednosti ugovora do 15. siječnja 2021.
- Preuzimanje svih Proizvoda najkasnije do 30. lipnja 2021. Prije preuzimanja svakog Proizvoda mora biti zaprimljeno plaćanje za taj Proizvod.

Budući da je došlo do velikog kašnjenja plaćanja i preuzimanja Proizvoda, moj Klijent mora premjestiti valjčani stroj za savijanje limova Roundo u novo skladište. To dovodi do dodatnih troškova u iznosu 4.000,00 EUR koje snosite vi.

Molimo da imate na umu da troškovi skladištenja Proizvoda koji se skladište u vaše ime i na naš trošak iznose 104.000,00 EUR po godini (1300 m² x 80,00 EUR/m²). Zbog svojih dimenzija i težine, Proizvodi moraju biti skladišteni u skladištu opremljenom dizalicom za teški teret, što povećava najamninu koja se naplaćuje.

Odvjetnici „Schärer Rechtsanwälte“

Broj telefona: +41 (062) 837 50 00

vorname.name@5001.ch

Hinterer Bahnhofstrasse 6

Broj telefaksa: +41 (062) 837 50 01

www.5001.ch

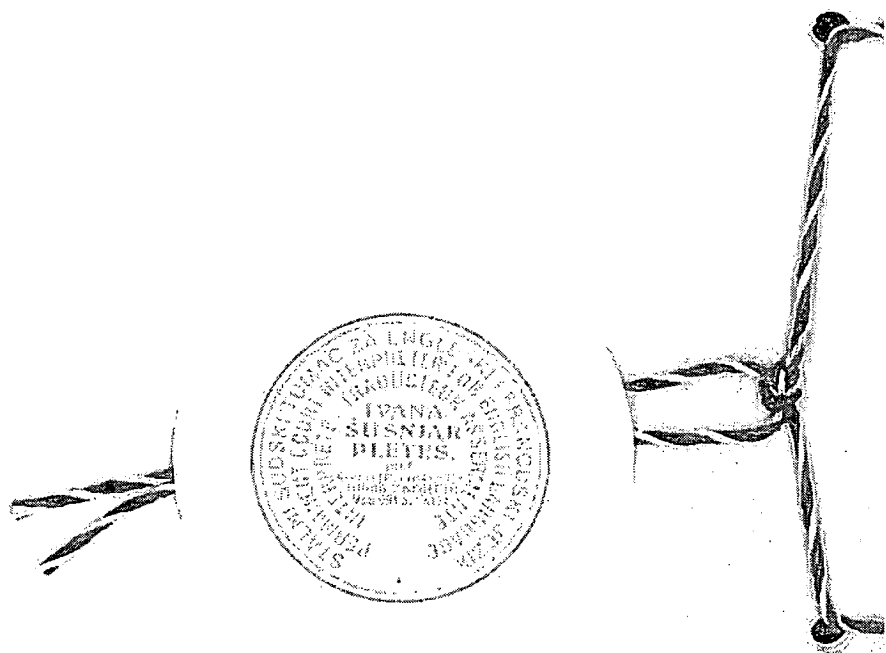
CH-5001 Aarau

NIK. BRÄNDLI
PETER WIDMER¹
DR. CONRAD WALTHER
DR. MICHAEL HUNZIKER
KASPAR HEMMELER
MARTINA HUNZIKER
MARTIN PLÜSS
CHRISTIAN BÄR
JÖRG WALTHER
GEORG SCHÄRER
DAYANA BERÉNYI KAMM
FELIX WEBER
CHRISTOPH BUNDI
BRIGITTE BITTERLI
DR. SIMONE WALTHER
TOM SCHAFFNER
REBECCA WYNIGER-GÄRTNER
DOMINIK BRÄNDLI
DANIELA KÜNG
JULIA NICK
TABEA PFEUTI¹
DR. JOSIANNE MAGNIN
DR. STEPHANIE LEINHARDT
DR. MARCEL LANZ
CÉCILE SCHMIDLIN

Odvjetnici koji su upisani u registar
odvjetnika.

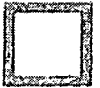
¹ Odvjetnici koji nisu upisani u
registar odvjetnika.





Prilog 5.

Dopis od dana 24. veljače 2021., uz prijevod



Schärer
Rechtsanwälte

International Registered Courier

Brodosplit JSC
Mr. Nadan Beara
Put Supavla 21
21000 Split
Croatia

Aarau, February 24, 2021
B3128679 ML/ML

Mach4Metal ./ Brodosplit // Purchase Agreement

Dear Mr. Beara

Unfortunately, my Client has not received the down payment. As detailed in my December 23, 2020 letter, your delay in paying the purchase price agreed to in the Purchase Agreement caused significant damages to my Client (storage costs, attorney fees etc.).

I would like to point out that all products listed in the Purchase Agreement have been ready for pick-up since the inspection carried out by your staff in May 22, 2020. My Client has therefore fulfilled his contractual duties at all times.

On behalf of my Client I ask you to transfer a down payment of 20% of the contract value by **March 3, 2021**. If the down payment is received by March 3, 2021 all orders must be paid for and picked-up by June 30, 2021.

Absent your payment by March 3, 2021 my Client has instructed me to file a lawsuit with the Commercial Court of Zurich for payment of the total Purchase Price as set forth in the Purchase Agreement plus damages incurred.

NIK BRÄNDLI
PETER WIDMER¹
DR. CONRAD M. WALTHER
DR. MICHAEL HUNZIKER
KASPAR HEMMELER
MARTINA HUNZIKER
MARTIN PLÜSS
CHRISTIAN BÄR
JÖRG WALTHER
GEORG SCHÄRER
DAYANA BERÉNYI KAMM
FELIX WEDER
CHRISTOPH BUNDI
BRIGITTE BITTERLI
DR. SIMONE WALTHER
TOM SCHAFFNER
REBECCA WYNIGER-GÄRTNER
DOMINIK BRÄNDLI
DANIELA KÜNG
JULIA NICK
TABEA PFEUTI¹
DR. JOSIANNE MAGNIN
DR. STEPHANIE LEINHARDT
DR. MARCEL LANZ
CÉCILE SCHMIDLIN

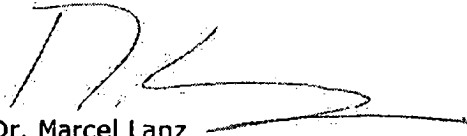
Rechtsanwältinnen/Rechtsanwälte
eingetragen im Anwaltsregister

¹ nicht als Rechtsanwältin/Rechtsanwalt
eingetragen

Please be advised again that my Client, in order to mitigate the damages resulting from the late payment, reserved the right to sell certain products listed in the Purchase Agreement.

Sincerely,

SCHÄRER RECHTSANWÄLTE


Dr. Marcel Lanz
Attorney at Law

Copy to Client

By Email to: nadan.beara@divgroup.eu

Marcel Lanz

Von: Damian Ruf
Gesendet: Mittwoch, 24. Februar 2021 14:54
An: 'nadan.beara@divgroup.eu'
Cc: Marcel Lanz
Betreff: Mach4Metal
Anlagen: Letter to Brodosplit JSC.pdf

Dear Mr. Beara

On behalf of Mr. Marcel Lanz I send you enclosed today's letter in the above mentioned matter in advance by email. You will receive this letter in the following days by mail.

Sincerely,
Damian Ruf
Sekretariat



Schärer
Rechtsanwälte

Hintere Bahnhofstrasse 6
CH-5001 Aarau
Telefon +41 62 837 50 00
Telefax +41 62 837 50 01
www.5001.ch



VERTRAULICHKEITSHINWEIS: <https://www.5001.ch/vertraulichkeitshinweis>

OVAJ PRIJEVOD SASTOJI SE OD:

2 stranice / 6 listova

Broj ovjere: OV-EH-273/2022

Datum: 15. 6. 2022.

Ovjereni prijevod s engleskog jezika
(E-mailovi)



Schärer
Rechtsanwälte

International Registered Courier

Brodosplit JSC
Mr. Nadan Beara
Put Supavla 21
21000 Split
Croatia

Aarau, February 24, 2021
83128679 ML/ML

Mach4Metal ./ Brodosplit // Purchase Agreement

Dear Mr. Beara

Unfortunately, my Client has not received the down payment. As detailed in my December 23, 2020 letter, your delay in paying the purchase price agreed to in the Purchase Agreement caused significant damages to my Client (storage costs, attorney fees etc.).

I would like to point out that all products listed in the Purchase Agreement have been ready for pick-up since the inspection carried out by your staff in May 22, 2020. My Client has therefore fulfilled his contractual duties at all times.

On behalf of my Client I ask you to transfer a down payment of 20% of the contract value by **March 3, 2021**. If the down payment is received by March 3, 2021 all orders must be paid for and picked-up by June 30, 2021.

Absent your payment by March 3, 2021 my Client has instructed me to file a lawsuit with the Commercial Court of Zurich for payment of the total Purchase Price as set forth in the Purchase Agreement plus damages incurred.

NIK BRÄNDLI
PETER WIDMER¹
DR. CONRAD M. WALTHER
DR. MICHAEL HUNZIKER
KASPAR HEMMELER
MARTINA HUNZIKER
MARTIN PLÜSS
CHRISTIAN BÄR
JÖRG WALTHER
GEORG SCHÄRER

DAYANA BERÉNYI KAMM
FELIX WEBER
CHRISTOPH BUNDI
BRIGITTE BITTERLI
DR. SIMONE WALTHER
TOM SCHAFFNER
REBECCA WYNIER-GÄRTNER
DOMINIK BRÄNDLI
DANIELA KÜNG
JULIA NICK
TARSA PFEUTI¹
DR. JOSIANNE MAGNIN
DR. STEPHANIE LEINHARDT
DR. MARCEL LANZ
CÉCILE SCHMIDLIN

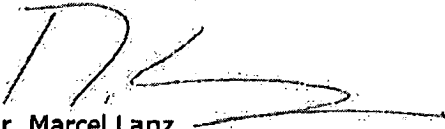
Rechtsanwältinnen/Rechtsanwälte
eingetragen im Anwaltsregister

¹ nicht als Rechtsanwältin/Rechtsanwalt
eingetragen

Please be advised again that my Client, in order to mitigate the damages resulting from the late payment, reserved the right to sell certain products listed in the Purchase Agreement.

Sincerely,

SCHÄRER RECHTSANWÄLTE


Dr. Marcel Lanz
Attorney at Law

Copy to Client

By Email to: nadan.beara@divgroup.eu

Marcel Lanz

Von: Damian Ruf
Gesendet: Mittwoch, 24. Februar 2021 14:54
An: 'nadan.beara@divgroup.eu'
Cc: Marcel Lanz
Betreff: Mach4Metal
Anlagen: Letter to Brodosplit JSC.pdf

Dear Mr. Beara

On behalf of Mr. Marcel Lanz I send you enclosed today's letter in the above mentioned matter in advance by email. You will receive this letter in the following days by mail.

Sincerely,
Damian Ruf
Sekretariat



Schärer
Rechtsanwälte

Hinterer Bahnhofstrasse 6
CH-5001 Aarau
Telefon +41 62 837 50 00
Telefax +41 62 837 50 01
www.5001.ch



VERTRAULICHKEITSHINWEIS: <https://www.5001.ch/vertraulichkeitshinweis>

Odvjetnici „Schärer Rechtsanwälte“
Prilog br. 30
/logotip/
Odvjetnici „Schärer Rechtsanwälte“

Međunarodna kurirska služba

Brodosplit JSC
g. Nadan Beara
Put Supavla 21
21000 Split
Hrvatska

Aarau, 24. veljače 2021.
B3128679 ML/ML

Mach4Metal ./ Brodosplit // Ugovor o kupoprodaji

Poštovani g. Beara,

Nažalost, moj Klijent nije zaprimio iznos koji se plaća unaprijed. Kao što sam obrazložio u svom dopisu od 23. prosinca 2020., vaše kašnjenje plaćanja kupovne cijene određene u Ugovoru o kupoprodaji uzrokovalo je značajnu štetu mom Klijentu (troškovi skladištenja, naknade za odvjetnike itd.).

Želim naglasiti da su svi proizvodi navedeni u Ugovoru o kupoprodaji bili spremni za preuzimanje od inspekcije koju je obavilo vaše osoblje 22. svibnja 2020. Stoga, moj je Klijent u svako vrijeme ispunjavao svoje ugovorne obveze.

U ime svog Klijenta, molim vas da izvršite plaćanje bankovnim prijenosom iznosa od 20 % ugovorne vrijednosti koji se plaća unaprijed do **3. ožujka 2021.** Ako iznos koji se plaća unaprijed bude zaprimljen do 3. ožujka 2021., sve narudžbe moraju biti plaćene i preuzete do 30. lipnja 2021.

Ako plaćanje ne izvršite do 3. ožujka 2021., moj me Klijent ovlastio da pokrenem postupak pred Trgovačkim sudom u Zürichu radi plaćanja ukupne kupovne cijene kako je određena u Ugovoru o kupoprodaji te naknade za nastalu štetu.

NIK. BRÄNDLI
PETER WIDMER¹
DR. CONRAD WALTHER
DR. MICHAEL HUNZIKER
KASPAR HEMMELER
MARTINA HUNZIKER
MARTIN PLÜSS
CHRISTIAN BÄR
JÖRG WALTHER
GEORG SCHÄRER
DAYANA BERÉNYI KAMM
FELIX WEBER
CHRISTOPH BUNDI
BRIGITTE BITTERLI
DR. SIMONE WALTHER
TOM SCHAFFNER
REBECCA WYNIGER-GÄRTNER
DOMINIK BRÄNDLI
DANIELA KÜNG
JULIA NICK
TABEA PFEUTI¹
DR. JOSIANNE MAGNIN
DR. STEPHANIE LEINHARDT
DR. MARCEL LANZ
CÉCILE SCHMIDLIN

Odvjetnici koji su upisani u registar odvjetnika.

¹ Odvjetnici koji nisu upisani u registar odvjetnika.

-2-

Ponovno ističem da je moj Klijent, kako bi ublažio štetu nastalu zbog kašnjenja plaćanja, zadržao pravo prodaje određenih proizvoda navedenih u Ugovoru o kupoprodaji.

S poštovanjem,

ODVJETNICI „SCHARER RECHTSANWALTE“
/potpis nečitljiv/
dr. Marcel Lanz
odvjetnik

Kopija za Klijenta

Elektroničkom poštom na: nadan.beara@divgroup.eu

Marcel Lanz

Pošiljatelj:	Damian Ruf
Poslano:	srijeda, 24. veljače 2021. u 14.54
Primatelj:	'nadan.beara@divgroup.eu'
Kopija:	Marcel Lanz
Predmet:	Mach4Metal
Prilozi:	Letter to Brodosplit JSC.pdf

Poštovani g. Beara,

U ime g. Marcela Lanza, u privitku Vam unaprijed, elektroničkom poštom, šaljem današnji dopis u vezi s gorenavedenim predmetom. Isti će Vam dopis biti dostavljen poštom u sljedećih nekoliko dana.

S poštovanjem,
Damian Ruf

Tajništvo

/logotip/

Odvjetnici „Schärer Rechtsanwälte“

Hintere Bahnhofstrasse 6

CH-5001 Aarau

Broj telefona: +41 62 837 50 00

Broj telefaksa: +41 62 837 50 01

www.5001.ch

/certifikat BILANZ & Le Temps/

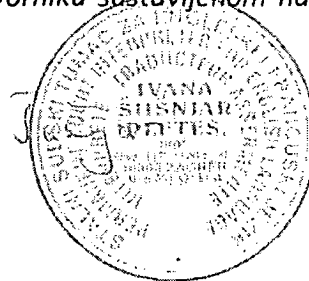
OBAVIJEST O POVJERLJIVOSTI PODATAKA: <https://www.5001.ch/vertraulichkeitshinweis>

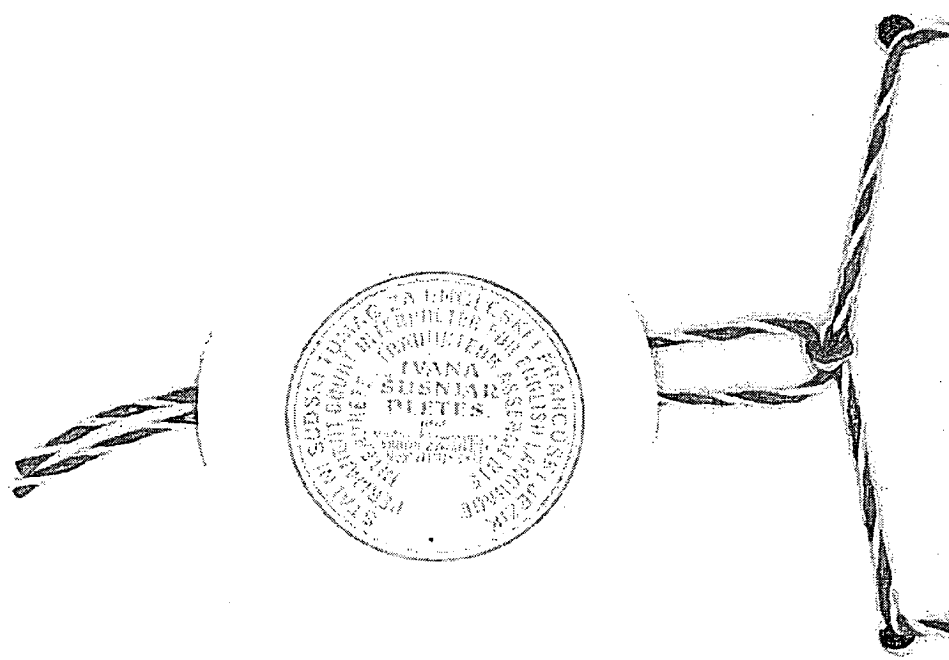
1

Ja, Ivana Šušnjar Pleteš iz Zagreba, stalni sudski tumač za engleski i francuski jezik, ponovno imenovana rješenjem predsjednika Županijskog suda u Zagrebu 11. listopada 2021., broj: 4 su-1314/2021, potvrđujem da gornji prijevod potpuno odgovara izvorniku sastavljenom na engleskom jeziku.

U Zagrebu 15. 6. 2022.

Br. ovjere: OV-EH-273/2022





Prilog 6.

Račun br. 337300010069 od 15. listopada 2020., u iznosu od EUR 16,160, uz prijevod

**THIS IS ALSO YOUR DELIVERY NOTE FOR
COLLECTING YOUR GOODS**

Buyer number:
Buyer VAT number:
Phone:

2168015

Sale:

INVOICE

Invoice Date: 15/10/2020
Invoice period: 10-2020
Invoice number: 337300010069

Payment Instruction

Amount: € 16,160.00
Description: 2168015 - 33730

Use the "Pay" button under the "My Purchases" overview in your account to easily pay this invoice. Please pay as quickly as possible, but in any case within 48 hours. Your purchase can only be collected when the full amount has been paid.

Wearing a face mask is mandatory during viewing and collection days.

Pick-Up Location:

Leeghwaterstraat 10, 6827 AP/ Arnhem (NL)

The delivery schedule will be sent in a separate e-mail or attached to the e-mail

Lot	Number	Description	Amount €	VAT %
4	1	Deckel Maho, DMU 60 T, 2001, 7437877, CNC machining center, brand: Deckel Maho; type: DMU 60 T; year: 2001; serial number: 7437877; travel x-axis: 630 mm; travel y-axis: 560 mm; travel z-axis: 560 mm; speed till N=: 18000 rpm; -axis: 4; T-slot fixture table size L: 1000 mm; T-slot fixture table size W: 600 mm; workpiece weight max.: 400 kg; coolant pump: yes; chip conveyor: yes; CNC control, brand, type: Heidenhain ; hours on display: 8058; engine power: 13 kW; electric connection: 400 V; manual present: yes; total dimension L: 3000 mm; total dimension W: 3000 mm; total dimension H: 2600 mm; machine weight: 6900 kg;	13,000.00	0.00
4	1	Remove and dismantle costs	950.00	0.00
Net			13,000.00	
Cost total			950.00	
Sales and cost total			13,950.00	
Markup 17.00% over: € 13,000.00			2,210.00	



Net total	16,160.00
VAT 0.00% over sales total: € 13,000.00	0.00
VAT 0.00% over cost total: € 950.00	0.00
VAT 0.00% over markup (17.00% : € 2,210.00)	0.00
VAT total	0.00
Total	16,160.00

Paid

Bank

16,160.00

intracommunautaire collection / dispatch: article 138, sub 1, (EU) directive 2006/112
VAT reverse charged

Use the "Pay" button under "My Purchases" in your account to easily pay this invoice. Pay as soon as possible, but in any case within 48 hours. Your purchase can only be collected if the invoice has been paid in full.

Wearing a face mask is mandatory during viewing and collection days.

The minimum age for visiting the delivery days is 18 years. Visitors must be able to identify themselves.

The latest version of our General Terms and Conditions as filed under nr. 33170931 at the chamber of commerce are applicable. BTW NR NL806013217B01

OVAJ PRIJEVOD SASTOJI SE OD:

2 stranice / 5 listova

Broj ovjere: OV-EH-274/2022

Datum: 15. 6. 2022.



Ovjereni prijevod s engleskog jezika
(Račun)

Schärer Rechtsanwälte

Bellage Nr. 31.....

THIS IS ALSO YOUR DELIVERY NOTE FOR
COLLECTING YOUR GOODS

Buyer number:
Buyer VAT number:
Phone:

2168015

Sale:

INVOICE

Invoice Date: 15/10/2020
Invoice period: 10-2020
Invoice number: 337300010069

Payment Instruction

Amount: € 16,160.00
Description: 2168015 - 33730

Use the "Pay" button under the "My Purchases" overview in your account to easily pay this invoice. Please pay as quickly as possible, but in any case within 48 hours. Your purchase can only be collected when the full amount has been paid.

Wearing a face mask is mandatory during viewing and collection days.

Pick-Up Location:

Leeghwaterstraat 10, 6827 AP/ Arnhem (NL)

The delivery schedule will be sent in a separate e-mail or attached to the e-mail

Lot	Number	Description	Amount €	VAT %
4	1	Deckel Maho, DMU 60 T, 2001, 7437877, CNC machining center, brand: Deckel Maho; type: DMU 60 T; year: 2001; serial number: 7437877; travel x-axis: 630 mm; travel y-axis: 560 mm; travel z-axis: 560 mm; speed till N=: 18000 rpm; -axis: 4; T-slot fixture table size L: 1000 mm; T-slot fixture table size W: 600 mm; workplace weight max.: 400 kg; coolant pump: yes; chip conveyor: yes; CNC control, brand, type: Heidenhain; hours on display: 8058; engine power: 13 kW; electric connection: 400 V; manual present: yes; total dimension L: 3000 mm; total dimension W: 3000 mm; total dimension H: 2600 mm; machine weight: 6900 kg;	13,000.00	0.00
4	1	Remove and dismantle costs	950.00	0.00
		Net	13,000.00	
		Cost total	950.00	
		Sales and cost total	13,950.00	
		Markup 17.00% over: € 13,000.00	2,210.00	



Net total.	16,160.00
VAT 0.00% over sales total: € 13,000.00	0.00
VAT 0.00% over cost total: € 950.00	0.00
VAT 0.00% over markup (17.00% : € 2,210.00)	0.00
VAT total	0.00
Total	16,160.00

Paid

Bank

16,160.00

Intracommunautalry collection / dispatch: article 138, sub 1, (EU) directive 2006/112
VAT reverse charged

Use the "Pay" button under "My Purchases" in your account to easily pay this invoice. Pay as soon as possible, but in any case within 48 hours. Your purchase can only be collected if the invoice has been paid in full.

Wearing a face mask is mandatory during viewing and collection days.

The minimum age for visiting the delivery days is 18 years. Visitors must be able to identify themselves.

The latest version of our General Terms and Conditions as filed under nr. 33170931 at the chamber of commerce are applicable. BTW NR NL806013217B01

Odvjetnici „Schärer Rechtsanwälte“

Prilog br. 31

OVO JE TAKOĐER VAŠA DOSTAVNICA ZA PREUZIMANJE VAŠE ROBE

Broj kupca: 2168015

PDV broj kupca:

Broj telefona:

Prodaja:

RAČUN

Datum računa: 15. 10. 2020.
Razdoblje računa: 10-2020
Broj računa: 337300010069

Upute za plaćanje

Iznos: 16.160,00 €

Opis: 2168015 - 33730

Kako biste jednostavno platili ovaj račun, koristite gumb „Plati“ u dijelu „Moji kupljeni proizvodi“ vašeg korisničkog računa. Molimo vas da platite što je prije moguće, a u svakom slučaju u roku od 48 sati. Proizvod koji ste kupili možete preuzeti tek nakon plaćanja punog iznosa.

Danima u kojima pregledavate i preuzimate proizvode obavezno je nositi zaštitnu masku za lice.

Mjesto preuzimanja:

Leeghwaterstraat 10, 6827 AP/Arnhem (NL)

Raspored isporuke bit će poslan u zasebnoj poruci elektroničke pošte ili priložen toj poruci

Lot	Broj	Opis	Iznos u €	PDV u %
4	1	CNC jedinica za strojnu obradu Deckel Maho, DMU 60 T, 2001., 7437877, robna marka: Deckel Maho; tip: DMU 60 T; godina: 2001.; serijski broj: 7437877; pomak po x-osi: 630 mm; pomak po y-osi: 560 mm; pomak po z-osi: 560 mm; brzina do N=: 18000 okr./min.; -os: 4; stol s T-utorima, duljina: 1000 mm; stol s T-utorima, širina: 600 mm; maksimalna težina obratka: 400 kg; pumpa za rashladno sredstvo: da; transporter za strugotine: da; CNC upravljanje, robna marka, tip: Heidenhain; sati na ekranu: 8058; snaga motora: 13 kW; električni priključak: 400 V; ručno prethodno podešavanje: da; ukupna duljina: 3000 mm; ukupna širina: 3000 mm; ukupna visina: 2600 mm; težina stroja: 6900 kg;	13.000,00	0,00
4	1	Troškovi uklanjanja i rasklapanja	950,00	0,00
Neto			13.000,00	
Ukupni troškovi			950,00	
Ukupna prodajna cijena i troškovi			13.950,00	
Marža od 17,00 % na: 13.000,00 €			2.210,00	

Neto ukupni iznos	16.180,00
PDV u 0.00% na ukupnu prodajnu cijenu: 13.000,00 €	0,00
PDV u 0.00% na ukupni iznos troškova: 950,00 €	0,00
PDV u 0.00% na maržu (17,00 %: 2.210,00 €)	0,00
Ukupni iznos PDV-a	0,00
Ukupno	16.180,00

Plaćeno Položeno 16.180,00

**Naplata/slanje unutar Europske unije: članak 138., stavak 1. (EU) Direktiva 2006/112
PDV obrnuto naplaćen**

Kako biste jednostavno platili ovaj račun, koristite gumb „Plati“ u dijelu „Moji kupljeni proizvodi“. Molimo vas da platite što je prije moguće, a u svakom slučaju u roku od 48 sati. Proizvod koji ste kupili možete preuzeti tek nakon plaćanja punog iznosa računa.

Danima u kojima pregledavate i preuzimate proizvode obavezno je nositi zaštitnu masku za lice.
Osobe koje preuzimaju isporuke moraju imati najmanje 18 godina. Posjetitelji moraju imati sa sobom identifikacijsku ispravu.

Primjenjiva je posljednja verzija naših Općih odredbi i uvjeta podnesena Gospodarskoj komori pod brojem 33170931. PDV br. NL806013217B01

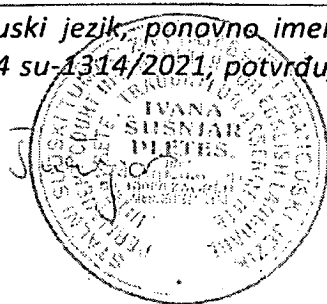
2168015/337300010069

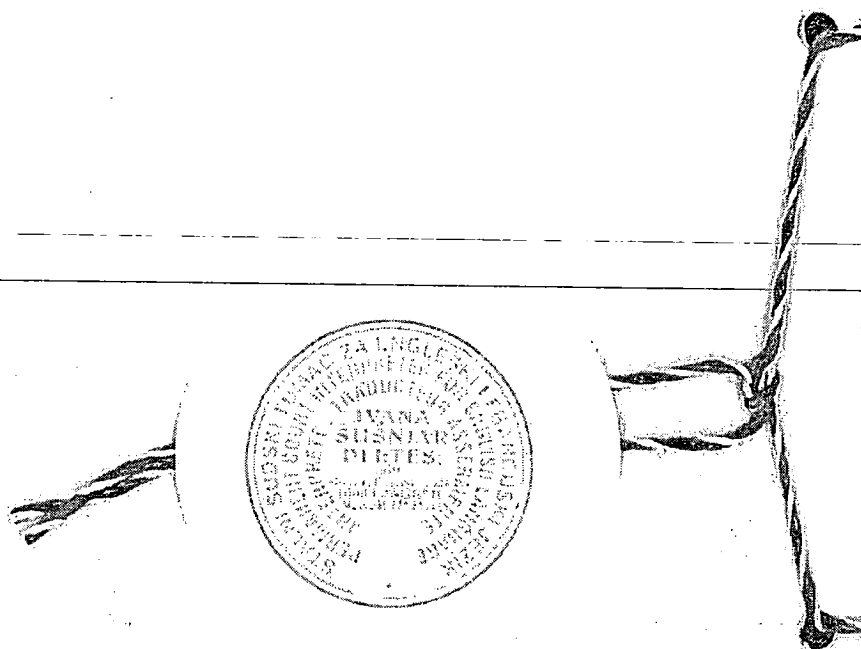
2/2

*Ia. Ivana Šušnjar Pleteš iz Zagreba, stalni sudski tumač za engleski i francuski jezik, ponovno imenovana
rješenjem predsjednika Županijskog suda u Zagrebu 11. listopada 2021., broj: 4 su-1314/2021, potvrđujem da
gornji prijevod potpuno odgovara izvorniku sastavljenom na engleskom jeziku.*

U Zagrebu 15. 6. 2022.

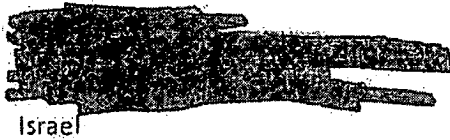
Br. ovjere: OV-EH-274/2022





Prilog 7.

Račun br. 2120330 od 19. studenog 2020., u iznosu od EUR 85,000, uz prijevod

MACH4METAL b.v.**Invoice**

Mach4metal bv.
Transito 21
6909 DA Babberich.

Tel: +31(0)316247123
Fax: +31(0)316247956
Email: info@mach4metal.com
Internet: www.mach4metal.com

Invoice Number :2120330
Invoice Date: 19.11.2020
Customer Number: 13898

ING BANK 66.52.13.883
Iban: NL33INGB0665213883
Bic/Swift INGBNL2A
BTW-nummer: NL815393635B01
KvK-nummer: 09155965

Description	Amount
-------------	--------

1 x used cutting table Messer MultiTherm Eco
Serial 220014, Year 2013, incl. 2 x resonator, incl.
Dust collector, incl. marking unit, incl. external server
loaded and packed in 2 x 40 FT OT container 1 with
overheight 3350 mm , incl. Technomagnet of messer

VAT due under the reverse charge rule VAT 0%

Total in EUR: € 85.000,00

Payment: 30 % (22.500,00 Euro)directly , by Order
60 % (45.000,00 Euro) before loading
10 % (7.500,00 Euro) latest 5 days after start up

Transport : load in containers, CIF Israel

Upon payment of this invoice, you agree to our delivery terms on:
<https://www.mach4metal.com/en/terms/>

Goods do not pass until payment is received in full to Mach4Metal BV..

OVAJ PRIJEVOD SASTOJI SE OD:

1 stranice / 3 lista

Broj ovjere: OV-EH-275/2022

Datum: 15. 6. 2022.



Ovjereni prijevod s engleskog jezika
(Račun)

MACH4METAL b.v.**Invoice**

Israel

Invoice Number :2120330
Invoice Date: 19.11.2020
Customer Number: 13898

Mach4metal bv.
Transito 21
6909 DA Babberich

Tel: +31(0)316247123
Fax: +31(0)316247956
Email: info@mach4metal.com
Internet: www.mach4metal.com

ING BANK 66.52.13.883
Iban: NL33INGB0665213883
Bic/Swift INGBNL2A
BTW-nummer: NL815393635B01
KvK-nummer: 09155965

Description	Amount
-------------	--------

1 x used cutting table Messer MultiTherm Eco
Serial 220014, Year 2013, incl. 2 x resonator, incl.
Dust collector, Incl. marking unit, incl. external server
loaded and packed in 2 x 40 FT OT container 1 with
overheight 3350 mm , incl. Technomagnet of messer

VAT due under the reverse charge rule VAT 0%

Total in EUR: € 85.000,00

Payment: 30 % (22.500,00 Euro)directly , by Order
60 % (45.000,00 Euro) before loading
10 % (7.500,00 Euro) latest 5 days after start up

Transport : load in containers, CIF Israel

Upon payment of this invoice, you agree to our delivery terms on:

<https://www.mach4metal.com/en/terms/>

Goods do not pass until payment is received in full to Mach4Metal BV.

MACH4METAL b.v.

Račun

Mach4metal bv.
Transito 21
6909 DA Babberich

Tel.: +31(0)316247123

Fax.: +31(0)316247956

E-mail: info@mach4metal.com

Internet: www.mach4metal.com

Izrael

Broj računa: 2120330

Datum računa: 19. 11. 2020.

Broj kupca: 13898

ING BANK 66.52.13.883
IBAN: NL33INGB0665213883
Bic/Swift INGBNL2A
PDV broj: NL815393635B01
Broj u Trg. reg.: 09155965

Opis

1 x rabljeni stol za rezanje Messer MultiTherm Eco
serijski broj 220014, godina 2013., uklj. 2 x rezonator, uklj.
skupljač prašine, uklj. jedinicu za označavanje, uklj. vanjsku
jedinicu za opskrbu
pakiran u 2 x 40 FT OT kontejner ukupne visine 3350 mm,
uključujući magnet Tehnomagnet stola

Iznos

Plativi PDV prema pravilu o obrnutoj poreznoj obvezi je 0 %

Ukupno u EUR: 85.000,00 €

Plaćanje: 30 % (22.500,00 eura) izravno, prema Narudžbenici

60 % (45.000,00 eura) prije utovara

10 % (7.500,00 eura) najkasnije 5 dana nakon početka rada

Prijevoz: utovar u kontejnere, CIF Izrael

Plaćanjem ovog računa pristajete na naše uvjete isporuke dostupne na:

<https://www.mach4metal.com/en/terms/>

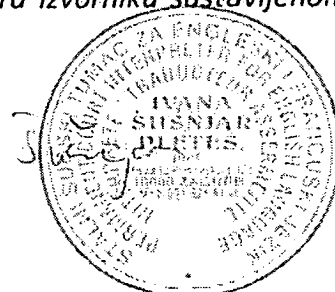
Roba se ne predaje dok društvo Mach4Metal B.V. ne zaprimi plaćanje u potpunosti.

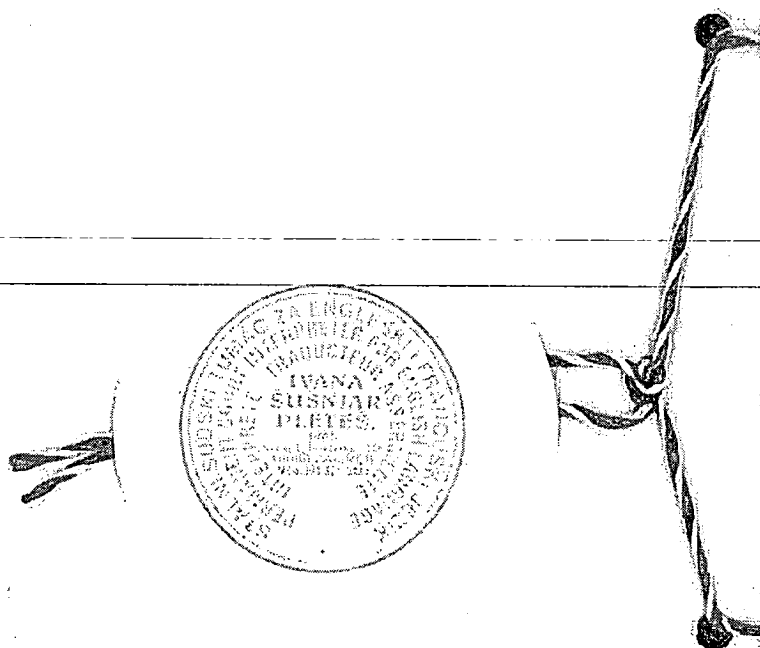
/tekst na dnu dokumenta nečitljiv/

Ja, Ivana Šušnjar Pleteš iz Zagreba, stalni sudski tumač za engleski i francuski jezik, ponovno imenovana rješenjem predsjednika Županijskog suda u Zagrebu 11. listopada 2021., broj: 4 su-1314/2021, potvrđujem da gornji prijevod potpuno odgovara izvorniku sastavljenom na engleskom jeziku.

U Zagrebu 15. 6. 2022.

Br. ovjere: OV-EH-275/2022



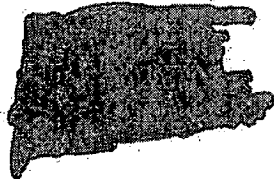


Prilog 8.

Račun br. 21210063 od 17. veljače 2021., u iznosu od EUR 48,000, uz prijevod

MACH4METAL b.v.

Invoice



Mach4metal bv.
Transito 21
6909 DA Babberich

Tel: +31(0)316247123
Fax: +31(0)316247956
Email: info@mach4metal.com
Internet: www.mach4metal.com

Invoice Number :**21210063**
Invoice Date: 17.02.2021
Customer Number: 13994
VAT :

ING BANK 66.52.13.883
Iban: NL33INGB0665213883
Bic/Swift INGBNL2A
BTW-nummer: NL815393635B01
KvK-nummer: 09155965

Description	Amount
-------------	--------

1 x used Baykal Pressbrake APTS 37600
Serial : 21269 , Year 09/2014

VAT due under the reverse charge rule VAT 0%

Total in EUR: € 48.000,00

Payment: 85 % directly , before loading
15 % 5 days after start up , latest 30 days after invoice date

Transport : delivered to , not unload

Upon payment of this invoice, you agree to our delivery terms on:
<https://www.mach4metal.com/en/terms/>

Goods do not pass until payment is received in full to Mach4Metal BV.

Wij aanvaard geen aansprakelijkheid voor schade van welke aard ook voortvloeiende uit het gebruik van de META4MACHINEVOORWAARDEN, geadresseerd aan Grifflor van de registratie te Rotterdam, zolang als u niet schriftelijk anderszins heeft aangegeven. De leverancier aanvaardt geen aansprakelijkheid voor schade van welke aard ook voortvloeiende uit het gebruik van de META4MACHINEVOORWAARDEN, geadresseerd aan Grifflor van de registratie te Rotterdam, zolang als u niet schriftelijk anderszins heeft aangegeven.

OVAJ PRIJEVOD SASTOJI SE OD:

1 stranice / 3 lista

Broj ovjere: OV-EH-276/2022

Datum: 15. 6. 2022.

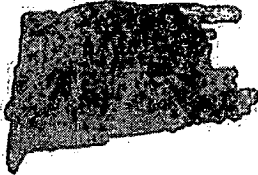
Ovjereni prijevod s engleskog jezika
(Račun)

Schärer Rechtsanwälte

Beilage Nr. 33.....

MACH4METAL b.v.

Invoice



Invoice Number :21210063
Invoice Date: 17.02.2021
Customer Number: 13994
VAT : [REDACTED]

Mach4metal bv.
Transito 21
6909 DA Babberich

Tel: +31(0)316247123
Fax: +31(0)316247956
Email: Info@mach4metal.com
Internet: www.mach4metal.com

ING BANK 66.52.13.883
Iban: NL33INGB0665213883
Bic/Swift INGBNL2A
BTW-nummer: NL815393635B01
KvK-nummer: 09155965

Description

Amount

1 x used Baykal Pressbrake APTS 37600
Serial : 21269 , Year 09/2014

VAT due under the reverse charge rule VAT 0%

Total in EUR:

€ 48.000,00

Payment: 85 % directly , before loading
15 % 5 days after start up , latest 30 days after invoice date

Transport : delivered to [REDACTED] , not unload

Upon payment of this Invoice, you agree to our delivery terms on:
<https://www.mach4metal.com/en/terms/>

Goods do not pass until payment is received in full to Mach4Metal BV.

De afrekening is niet anderszins aangegeven. Het bedrag is inclusief BTW. Het bedrag is te betalen op rekeningnummer 66.52.13.883 van de ING Bank. Het bedrag is te betalen op de rekeningnummer 66.52.13.883 van de ING Bank. Het bedrag is te betalen op de rekeningnummer 66.52.13.883 van de ING Bank.

MACH4METAL b.v.

Račun

Mach4metal bv.
Transito 21
6909 DA Babberich

Tel.: +31(0)316247123
Telefaks: +31(0)316247956
E-mail: info@mach4metal.com
Internet: www.mach4metal.com

Broj računa: 21210063
Datum računa: 17. 2. 2021.
Broj kupca: 13994
PDV:

ING BANK 66.52.13.883
IBAN: NL33INGB0665213883
Bic/Swift INGBNL2A
PDV broj: NL815393635B01
Broj u Trg. reg.: 09155965

Opis
1 x rabljena preša za kutno savijanje Baykal APHS 37600
serijski broj 21269, godina 9./2014.

Iznos

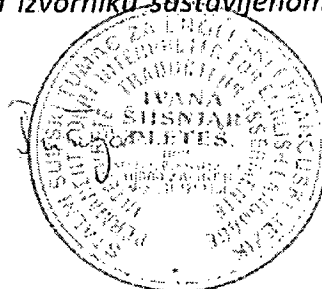
Plativi PDV prema pravilu o obrnutoj poreznoj obvezi je 0 %

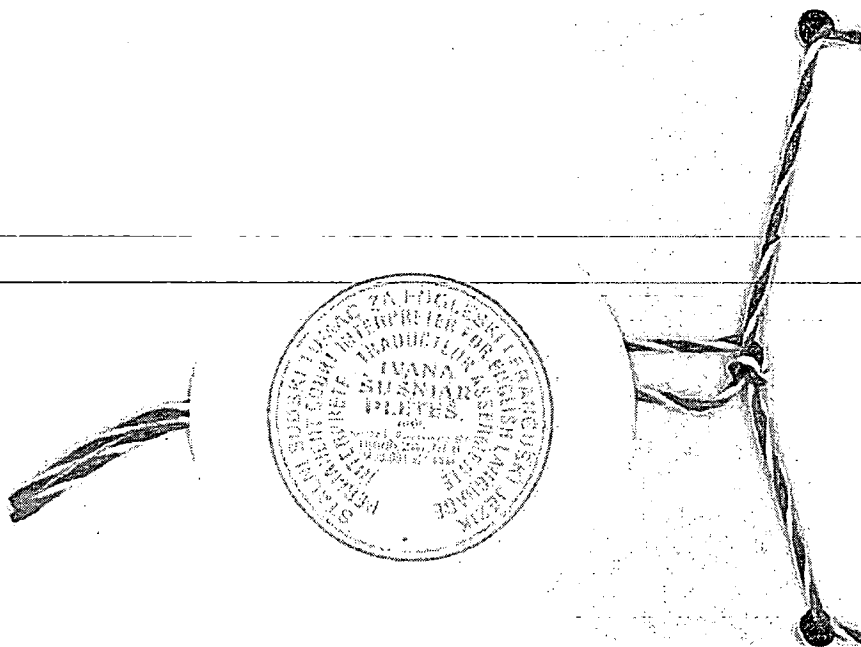
Ukupno u EUR: 48.000,00 €

Plaćanje: 85 % izravno, prije utovara
15 % 5 dana nakon početka rada, najkasnije 30 dana od datuma računa
Prijevoz: isporuka /*precrtani nečitljivi tekst*/, bez istovara
Plaćanjem ovog računa pristajete na naše uvjete isporuke dostupne na:
<https://www.mach4metal.com/en/terms/>
Roba se ne predaje dok društvo Mach4Metal B.V. ne zaprimi plaćanje u potpunosti.
/tekst na dnu dokumenta nečitljiv/

Ja, Ivana Šušnjar Pleteš iz Zagreba, stalni sudski tumač za engleski i francuski jezik, ponovno imenovana rješenjem predsjednika Županijskog suda u Zagrebu 11. listopada 2021., broj: 4 su-1314/2021, potvrđujem da gornji prijevod potpuno odgovara izvorniku sastavljenom na engleskom jeziku.

U Zagrebu 15. 6. 2022.
Br. ovjere: OV-EH-276/2022





Prilog 9.

Račun br. 2121068 od 23. ožujka 2021., u iznosu od EUR 7,000, uz prijevod

MACH4METAL b.v.

Invoice


Greece

Mach4metal bv.
Transito 21
6909 DA Babberich

Tel: +31(0)316247123
Fax: +31(0)316247956
Email: info@mach4metal.com
Internet: www.mach4metal.com

Invoice Number :2121068
Invoice Date: 23.03.2021
Customer Number: 14016
VAT: 

ING BANK 66.52.13.883
Iban: NL33INGB0665213883
Bic/Swift INGBNL2A
BTW-nummer: NL815393635B01
KvK-nummer: 09155965

Description	Amount
1 x used APS 603 drilling machine Serial : 99.03.5726 , Year 03-1999	

Total in EUR:

EUR 7.000,00

Payment: directly , before loading

Transport : load on truck , ex works. Latest collection 30 days after invoice date

Upon payment of this invoice, you agree to our delivery terms on:

<https://www.mach4metal.com/en/terms/>

Goods do not pass until payment is received in full to Mach4Metal BV.

De afzender aanvaardt aansprakelijkheid voor schade van welke aard ook voortvloeiende uit het gebruik van de afzender afgeleverde goederen. De afzender aanvaardt aansprakelijkheid voor schade van welke aard ook voortvloeiende uit het gebruik van de afzender afgeleverde goederen. De afzender aanvaardt aansprakelijkheid voor schade van welke aard ook voortvloeiende uit het gebruik van de afzender afgeleverde goederen.

OVAJ PRIJEVOD SASTOJI SE OD:

1 stranice / 3 lista

Broj ovjere: OV-EH-277/2022

Datum: 15. 6. 2022.

Ovjereni prijevod s engleskog jezika
(Račun)

Schärer Rechtsanwälte

Beilage Nr. 34.....

MACH4METAL b.v.

Invoice


Greece

Invoice Number :2121068

Invoice Date: 23.03.2021

Customer Number: 14016

VAT: 

Mach4metal bv.

Transito 21

6909 DA Babberich

Tel: +31(0)316247123

Fax: +31(0)316247956

Email: info@mach4metal.com

Internet: www.mach4metal.com

ING BANK 66.52.13.883

Iban: NL33INGB0665213883

Bic/Swift INGBNL2A

BTW-nummer: NL815393635B01

KvK-nummer: 09155965

Description	Amount
1 x used APS 603 drilling machine	
Serial : 99.03.5726 , Year 03-1999	
Total In EUR:	EUR 7.000,00
Payment: directly , before loading	
Transport : load on truck , ex works. Latest collection 30 days after invoice date	
Upon payment of this invoice, you agree to our delivery terms on:	
https://www.mach4metal.com/en/terms/	
Goods do not pass until payment is received in full to Mach4Metal BV.	
is en op alle met ons gedrukte overeenkomsten en zijn toepasselijk de ALGEMENE VOORWAARDEN, gepubliceerd ter Griffie van de rechtbank te Rotterdam, zoals deze luiden volgens de laatste stand van de huidige tekst. De leverancier aanvaardt aansprakelijkheid voor het gebruik van de afgedrukte tekst.	

Odvjetnici „Schärer Rechtsanwälte“
Prilog br. 34

MACH4METAL b.v.

Račun

Mach4metal bv.
Transito 21
6909 DA Babberich

Grčka

Tel.: +31(0)316247123
Telefaks: +31(0)316247956
E-mail: info@mach4metal.com
Internet: www.mach4metal.com

Broj računa: 2121068
Datum računa: 23. 3. 2021.
Broj kupca: 14016
PDV

ING BANK 66.52.13.883
IBAN: NL33INGB0665213883
Bic/Swift INGBNL2A
PDV broj: NL815393635B01
Broj u Trg. reg.: 09155965

Opis
1 x rabljeni stroj za bušenje APS 603
serijski broj 99.03.5726, godina 3./1999.

Iznos

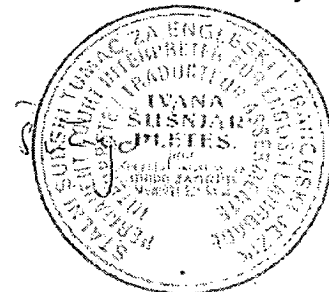
Plativi PDV prema pravilu o obrnutoj poreznoj obvezi je 0 %

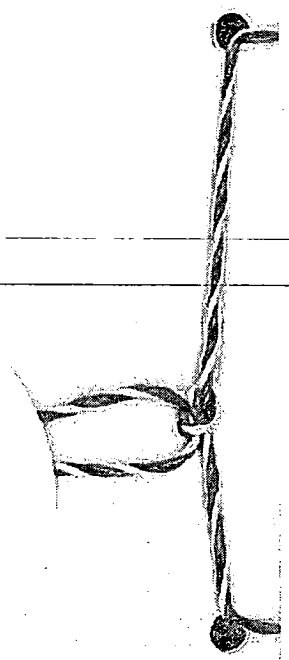
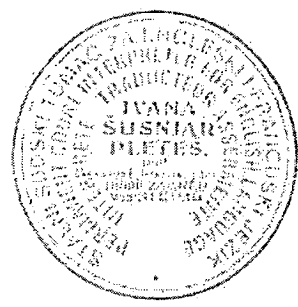
Ukupno u EUR: 7.000,00 €

Plaćanje: izravno, prije utovara
Prijevoz: utovar na kamion, franko tvornica. Preuzimanje je najkasnije 30 dana od datuma računa.
Plaćanjem ovog računa pristajete na naše uvjete isporuke dostupne na:
<https://www.mach4metal.com/en/terms/>
Roba se ne predaje dok društvo Mach4Metal B.V. ne zaprimi plaćanje u potpunosti.
/tekst na dnu dokumenta nečitljiv/

Ja, Ivana Šušnjar Pleteš iz Zagreba, stalni sudski tumač za engleski i francuski jezik, ponovno imenovana rješenjem predsjednika Županijskog suda u Zagrebu 11. listopada 2021., broj: 4 su-1314/2021, potvrđujem da gornji prijevod potpuno odgovara izvorniku sastavljenom na engleskom jeziku.

U Zagrebu 15. 6. 2022.
Br. ovjere: OV-EH-277/2022





Prilog 10.

Prilog St-268_2022-1-27 VII. N1 Popis postupaka pred sudovima i javnopravnim tijelima u postupku, str. 7, unos pod rednim brojem 49

42.	Javni bilježnik Teo Karabotić-Milovac, Ul. Jerolima Kavanjina 4, Split	ovršni postupak	Ovr-322/2021	prislino ostvarenje novčane tražbine	ENERGIA GAS AND POWER D.O.O. sa sjedištem u Zagrebu, Ulica Alexandera von Humboldta 4B, OIB: 10328808167	tuženik	1.457.683,03 kn
43.	Trgovački sud u Splitu	parnični postupak	Povrv-736/2021	isplata/prislino ostvarenje novčane tražbine	EQUINOX S.R.L. Vicolo Cadore 10, 31020 San Vendemiano, Italija, EU PDV identifikacijski broj: IT04870980267, OIB: 15981791088	tuženik	669.481,45 kn (≈ 88.663,61 EUR)
44.	Trgovački sud u Splitu	parnični postupak	Povrv-866/2019	isplata/prislino ostvarenje novčane tražbine	EUROSHIPYARD NV sa sjedištem u Belgiji, Nieuwe Steenweg 31, 9140 Temse, OIB: 18967909159	tuženik	557.858,10 kn (≈ 75.000,00 EUR)
45.	Visoki Irgovački sud (Trgovački sud u Splitu)	parnični postupak	PŽ-2689/2020 (P-617/2018)	povrat plovila	GART d.o.o. sa sjedištem u Selcima (Općina Selca), Put Ružmarina 43, OIB: 41550345676	tuženik	187.500,00 kn / neodređeno
46.	Trgovački sud u Splitu	parnični postupak	P-49/2019	isplata	HIPRO d.o.o. sa sjedištem u Splitu, Ulica Drage Ivaniševića 20, OIB: 51660566594	tuženik	3.413.000,00 kn / 2.317.350,73 kn
47.	Trgovački sud u Splitu	parnični postupak	Povrv-672/2021	isplata/prislino ostvarenje novčane tražbine	IMS TECHNOLOGIES AS sa sjedištem u Norveškoj, Molandsveien 22, 4994 Akland, 4201 RISOR, OIB: 88245801827	tuženik	61.746,74 EUR
48.	Visoki Irgovački sud (Trgovački sud u Splitu)	parnični postupak	PŽ-5706/2021 (Povrv-705/2019)	isplata/prislino ostvarenje novčane tražbine	LOOKING NAVAL d.o.o. sa sjedištem u Biskupa Frane Franića 108, 21214 Kaštel Kambelovac, OIB: 83248162267	tuženik	32.084,34 kn
49.	Trgovački sud kantona u Zurichu / Općinski sud u Splitu	parnični postupak	HG210100-0 / Pom-353/2021	Isplata (tražbina iz ugovora o kupoprodaji)	Mach4Metal B.V., Transito 21, 6909 Babberich, Nizozemska	tuženik	1.592.404,80 EUR

Prilog 11.

Izračun troškova zakupljenog skladišta, uz prijevod

Bastiaan

Van: Mach4Metal Olli
Verzonden: woensdag 7 april 2021 16:41
Aan: Bastiaan
Onderwerp: Fwd: Prijs aanvraag opslag

Outlook voor iOS downloaden

Van: Carmen - Voortman Demontage <cv@voortmandemontage.nl>
Verzonden: Wednesday, April 7, 2021 4:25:26 PM
Aan: Olli (Olli@mach4metal.com) <Olli@mach4metal.com>
Onderwerp: Prijs aanvraag opslag

Geachte Heer Messink,

Naar aanleiding van uw aanvraag voor opslag bieden wij u het volgende aan:

Opslag ruimte voorzien van Bovenloop kraan + heftruck voor laden en lossen.
Prijs voor het laden en lossen incl. materiaal en 2 mensen = **350 euro per uur**
De hal is **niet verwarmd** en de machines zijn niet van stroom voorzien.

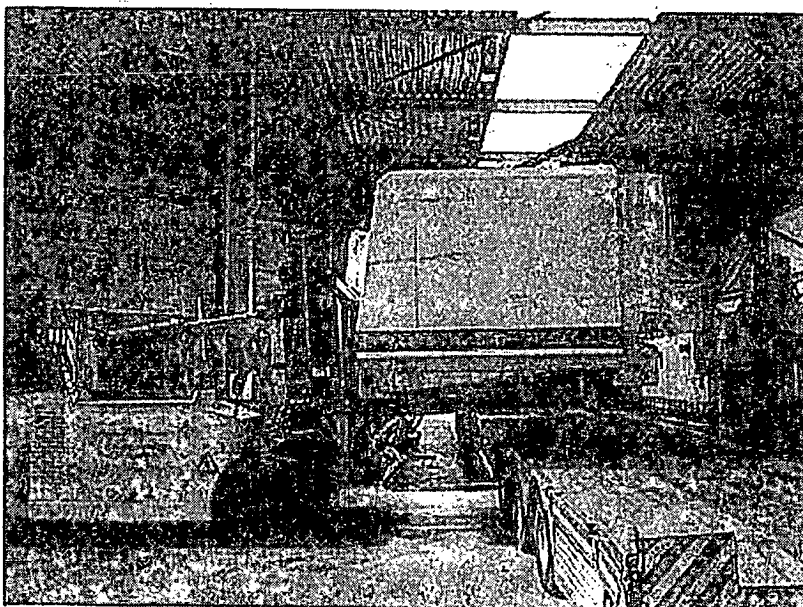
Er vanuit gaande dat u 1000 tot 2000 m2 huurt
Opslag termijn **minimaal 1 jaar**, daarna met een opzeg termijn van **1 maand**
U kunt na het eerste jaar ook deels opzeggen.

Prijs **120 euro per m2**, om elk product dient een loop **pad van 1 meter** te zijn welke ook in de prijs word door berekend.

De goederen dient u zelf te verzekeren tegen brand, transportschade en diefstal en overige risico's

Bovenstaand voorstel onder voorbehoud van beschikbaarheid.

Hieronder een impressie van de opslag hal te Rijssen.



Voortman Demontage b.v.
P R O F E S S I O N A L M A C H I N E R Y M O V E R S

Met vriendelijke groet,
Carmen Voortman

Voortman Demontage b.v.
Postbus 160
7460 AD Rijssen

Handelsweg 16
7461 JC RIJSSEN

Tel.: 0031-548-512032
Fax: 0031-548-515456

cv@voortmandemontage.nl
www.voortmandemontage.nl

Ovaj prijevod s nizozemskog
sastoji se od 2 stranice /5 listova
Br. OV-193/2022
Datum: 15. 6. 2022.

Ovjereni prijevod s nizozemskog jezika
(E-mailovi)

Bastiaan

Van: Mach4Metal Olli
Verzonden: woensdag 7 april 2021 16:41
Aan: Bastiaan
Onderwerp: Fwd: Prijs aanvraag opslag

Outlook voor iOS downloaden

Van: Carmen - Voortman Demontage <cv@voortmandemontage.nl>
Verzonden: Wednesday, April 7, 2021 4:25:26 PM
Aan: Olli (Olli@mach4metal.com) <Olli@mach4metal.com>
Onderwerp: Prijs aanvraag opslag

Geachte Heer Messink,

Naar aanleiding van uw aanvraag voor opslag bieden wij u het volgende aan:

Opslag ruimte voorzien van Bovenloop kraan + heftruck voor laden en lossen.
Prijs voor het laden en lossen incl. materiaal en 2 mensen = **350 euro per uur**
De hal is niet verwarmd en de machines zijn niet van stroom voorzien.

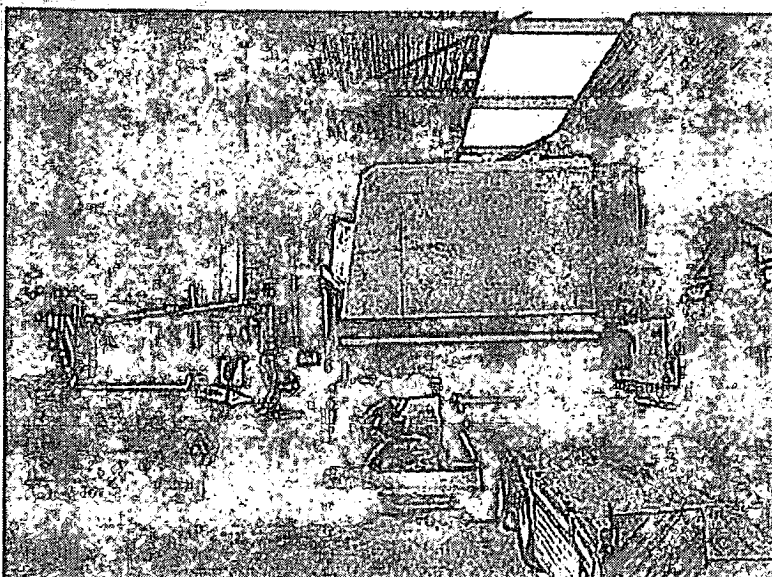
Er vanuit gaande dat u 1000 tot 2000 m2 huurt
Opslag termijn **minimaal 1 jaar**, daarna met een opzeg termijn van 1 maand
U kunt na het eerste jaar ook deels opzeggen.

Prijs **120 euro per m2**, om elk product dient een loop pad van **1 meter** te zijn welke ook in de prijs word door berekend.

De goederen dient u zelf te verzekeren tegen brand, transportschade en diefstal en overige risico's

Bovenstaand voorstel onder voorbehoud van beschikbaarheid.

Hieronder een impressie van de opslag hal te Rijssen.



Voortman Demontage b.v.
PROFESSIONAL MACHINERY MOVERS

Met vriendelijke groet,
Carmen Voortman

Voortman Demontage b.v.
Postbus 160
7460 AD Rijssen

Handelsweg 16
7461 JC RIJSSEN

Tel.: 0031-548-512032
Fax: 0031-548-515456

 cv@voortmandemontage.nl
www.voortmandemontage.nl

Odvjetnici „Schärer Rechtsanwälte“
Prilog br. 35

Bastiaan

Šalje: Mach4 Metal Olli
Datum i vrijeme slanja: srijeda 7. travnja 2021. 16:41
Prima: Bastiaan
Predmet: Fwd: Upit o cijeni skladištenja

Outlook za iOS preuzeti

Šalje: Carmen - Voortman Demontage <cv@voortmandemontage.nl>
Datum i vrijeme slanja: srijeda, 7. travnja 2021. 16:25:26
Prima: Olli (Olli@mach4metal.com) <Olli@mach4metal.com>
Predmet: Upit o cijeni skladištenja

Poštovani gospodine Messink,

Povodom Vašeg upita za skladištenje nudimo Vam slijedeće:

Skladišni prostor opremljen mostnom dizalicom + viličarom za utovar i istovar.

Cijena utovara i istovara uključujući materijal i 2 čovjeka = 350 eura po satu.

Hala nije grijana i strojevi nisu priključeni na struju.

Polazište je da iznajmljujete 1000 do 2000 m².

Rok skladištenja **najmanje 1 godinu**, zatim uz otkazni rok od 1-og mjeseca.

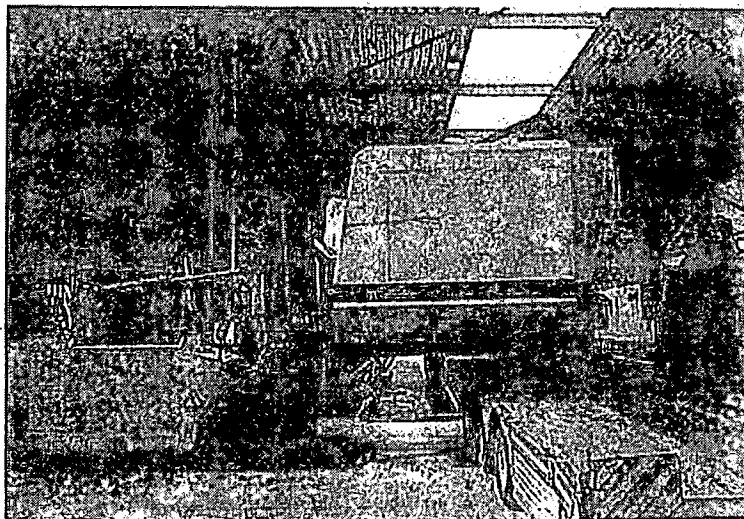
Nakon prve godine možete i djelomice otkazati.

Cijena je **120 eura po m²**, oko svakog proizvoda mora biti **staza od 1 metra** za hodanje, što se također uračunava u cijenu.

Robu morate sami osigurati od požara, štete nastale u transportu i krađe te drugih rizika.

Gore navedeni prijedlog podložan je dostupnosti.

Ispod je prikaz skladišne hale u Rijssenu.



Voortman Demontage b.v.
PROFESSIONAL MACHINERY MOVERS

Srdačan pozdrav,
Carmen Voortman

Voortman Demontage b.v.
Postbus 160
7460 AD Rijssen

Handelsweg 16
7461 JC RIJSSEN

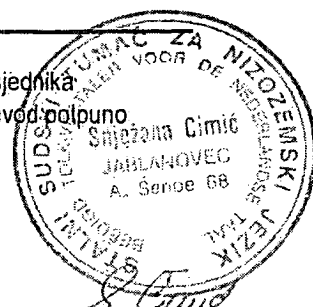
Tel.: 0031-548-572032
Fax: 0031-548-515456

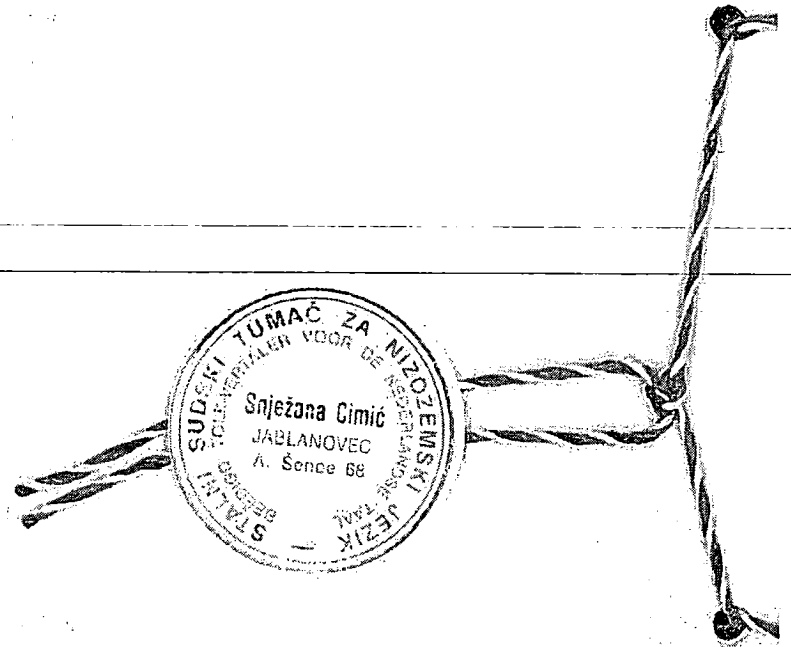
cv@voortmandemontage.nl
www.voortmandemontage.nl

Broj OV-193/2022

Ja, SNJEŽANA CIMIĆ, stalna sudska tumačica za nizozemski jezik, ponovno imenovana Rješenjem predsjednika Županijskog suda u Velikoj Gorici, broj 4 Su-743/2019-5 od 24. siječnja 2020. g., potvrđujem da gornji prijevod potpuno odgovara izvorniku sastavljenom na nizozemskom jeziku.
Jablanovec, 15. lipnja 2022.

Snježana Cimić

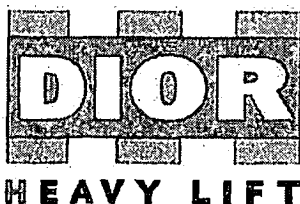




SUDSKI TUMAČ ZA NIZOZEMSKI JEZIK
JABLANOVEC
A. Sence 68
Slovenski jezik

Prilog 12.

Račun za prijevoz proizvoda do zakupljenog skladišta



DIOR HEAVYLIFT B.V.
Ruisvoorn 6-8
4941 SB Raamsdonksveer
Telefoon +31 (0)162 684154
info@dlorheavylift.com
www.dlorheavylift.com

Factuur

Mach4Metal BV
Transito 21
6909 DA Babberich

64 2
Schärer Rechtsanwälté

Beilage Nr. ...36.....

Factuur gegevens

Factuurdatum: 15 januari 2021
Vervaldatum: 14 februari 2021
Ow referentie: GS Staalwerken

Bij betaling vermelden

Debiteurennummer: 94
Factuurnummer: 21700020
Betalingsconditie: 30 dagen

Omschrijving	Aantal	Prijs per stuk	Nettobedrag
210202 - 13-01-2021 Verladen wals op vrachtwagen bij	1,00	€ 5.200,00	€ 5.200,00

GS Staalwerken
Doctor Langemeijerweg 1 A
6991 EV Rheden

Prijs conform afspraak Martin den Dikken

34
Loading + Transport
1200 + 4000

Bedankt voor deze mooie opdracht.

Totaalbedrag excl. BTW	€ 5.200,00
Totaal BTW bedrag	€ 1.092,00
Totaal te voldoen	€ 6.292,00

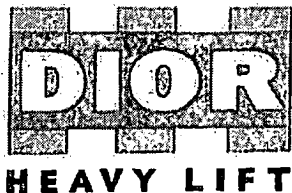
Reklames schriftelijk binnen 8 dagen

Wij werken volgens de algemene voorwaarden VVT,
welke te vinden zijn op onze website.



Ovaj prijevod s nizozemskog
sastoji se od 1 stranice /3 lista
Br. OV-194/2022
Datum: 15. 6. 2022.

Ovjereni prijevod s nizozemskog jezika
(Račun)



DIOR HEAVYLIFT B.V.
Ruisvoorn 6-8
4941 SB Raamsdonksveer
Telefoon +31 (0)162 684154
Info@diorheavylift.com
www.diorheavylift.com

Factuur

Mach4Metal BV
Transito 21
6909 DA Babberich

Schärer Rechtsanwälté

Beilage Nr. **36**

Factuur gegevens

Factuurdatum: 15 januari 2021
'ervaldatum: 14 februari 2021
Jw referentie: GS Staalwerken

Bij betaling vermelden

Debiteurennummer: 94
Factuurnummer: 21700020
Betallingsconditie: 30 dagen

Omschrijving	Aantal	Prijs per stuk	Nettobedrag
210202 - 13-01-2021 Verladen-wals op vrachtwagen-bij	1,00	€ 5.200,00	€ 5.200,00

GS Staalwerken
Doctor Langemeijerweg 1 A
6991 EV Rheden

Prijs conform afspraak Martin den Dikken

34
Loading + transport
1200 + 4000

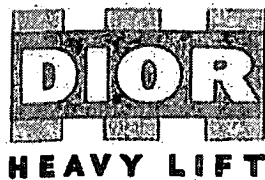
Bedankt voor deze mooie opdracht.

Totaalbedrag excl. BTW	€ 5.200,00
Totaal BTW bedrag	€ 1.092,00
Totaal te voldoen	€ 6.292,00

Reklames schriftelijk binnen 8 dagen

Wij werken volgens de algemene voorwaarden VVT,
welke te vinden zijn op onze website.





Str. 1 od 1, Br. Ov-194/2022, Datum: 15. 6. 2022..

Odvjetnici „Schärer Rechtsanwälte“
Prilog br. 36

DIOR HEAVYLIFT B.V.
Ruisvoorn 6-8
4941 SB Raamsdonksveer
Telefon +31 (0)162 68 41 54
info@diorheavylift.com
www.diorheavylift.com

Račun

Mach4Metal BV
Transito 21
6909 DA Babberich

Podaci računa

Datum računa: 15. siječnja 2021.
Datum dospijeca: 14. veljače 2021.
Vaš znak: GS Staalwerken

Kod plaćanja navesti

Broj kupca: 94
Račun broj: 21700020
Uvjeti plaćanja: 30 dana

Opis	Količina	Cijena po komadu	Neto iznos
210202- 13-01-2021 Pretovarivanje valjka na kamion	1,00	€ 5.200,00	€ 5.200,00

GS Staalwerken
Doctor Langemeijerweg 1A
6991 EV Rheden

Cijena sukladno dogovoru s Martin den Dikkenom.
*/rukom napisano: utovar i prijevoz
1200 + 4000/*

Hvala Vam za ovaj nalog.

Ukupan iznos bez PDV-a	€ 5.200,00
Ukupan iznos PDV-a	€ 1.092,00
Ukupno za platiti	€ 6.292,00

Reklamacije pismeno u roku 8 dana

Radimo prema općim uvjetima VVT-a (Udruženje okomitog transporta),
koji se mogu naći na našoj web stranici.



Rabobank 13.64.75.361. BIC RABONL2U.

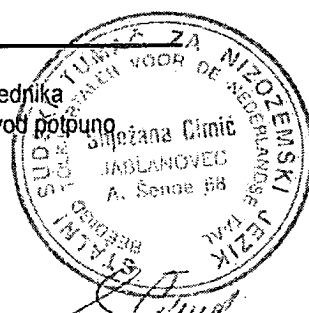
IBAN NL22 RABO 0136 4753 61. KvK br. /reg. br./ 17215154.

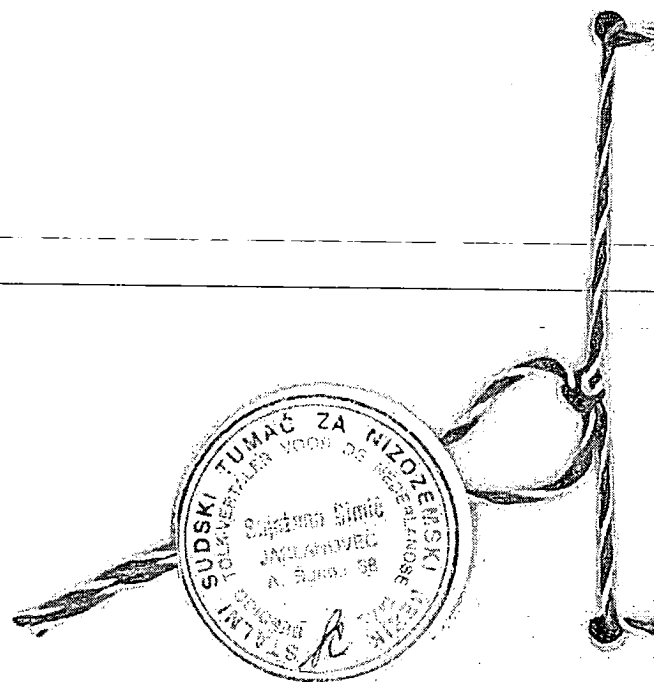
PDV ID br. NL 8187.56.780.B01

Broj OV-194/2022

Ja, SNJEŽANA CIMIĆ, stalna sudska tumačica za nizozemski jezik, ponovno imenovana Rješenjem predsjednika Županijskog suda u Velikoj Gorici, broj 4 Su-743/2019-5 od 24. siječnja 2020. g., potvrđujem da gornji prijevod potpuno odgovara izvorniku sastavljenom na nizozemskom jeziku.
Jablanovec, 15. lipnja 2022.

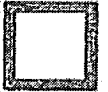
Snježana Cimić





Prilog 13.

Račun za odvjetničke troškove, uz prijevod



**Schärer
Rechtsanwälte**

Mach4Metal
Mr. Bastiaan Klein Herenbrink
Transito 21
6909 DA Babberich
Netherlands

Aarau, 1. März 2021
R33136264 ML/dr

RECHNUNG

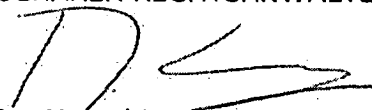
Rechnungs-Nr.: 122544/R3136264
MWST-Nr.: CHE-108.140.177 MWST
In Sachen: Brodosplit (Kaufvertrag)
Zeitraum: vom 05.08.2020 bis 24.02.2021

NIK BRÄNDLI
PETER WIDMER¹
DR. CONRAD M. WALTHER
DR. MICHAEL HUNZIKER
KASPAR HEMMELER
MARTINA HUNZIKER
MARTIN PLÜSS
CHRISTIAN BÄR
JÖRG WALTHER
GEORG SCHÄRER
DAYANA BERÉNYI KAMM
FELIX WEBER
CHRISTOPH BUNDI
BRIGITTE BITTERLI
DR. SIMONE WALTHER
TOM SCHAFFNER
REBECCA WYNIGER-GÄRTNER
DOMINIK BRÄNDLI
DANIELA KÜNG
JULIA NICK
TABEA PFEUTI¹
DR. JOSIANNE MAGNIN
DR. STEPHANIE LEINHARDT
DR. MARCEL LANZ
CÉCILE SCHMIDLIN

Honorar	CHF	3'902.50
Barauslagen		
Fotokopien	CHF	3.00
Porti	CHF	39.30
	CHF	42.30
Subtotal	CHF	3'944.80
Abzüglich		
Kostenvorschuss Klientin, 12.08.2020	CHF	1'615.50
Zu unseren Gunsten	CHF	2'329.30

Wir danken Ihnen für den uns erteilten Auftrag und bitten Sie, uns den Betrag von CHF 2'329.30 mit dem beiliegenden Einzahlungsschein innert 30 Tagen zu überweisen.

Freundliche Grüsse
SCHÄRER RECHTSANWÄLTE


Dr. Marcel Lanz
Rechtsanwalt

Rechtsanwältinnen/Rechtsanwälte
eingetragen im Anwaltsregister
¹ nicht als Rechtsanwältin/Rechtsanwalt
eingetragen

OVAJ PRIJEVOD SASTOJI SE OD:
1 stranice / 3 lista
Broj-OV: 484 – 2022.
Datum: 14. 6. 2022.
Naziv dokumenta:
Račun

***Ovjereni prijevod s njemačkog
jezika
(Račun)***



Schärer
Rechtsanwälte

Mach4Metal
Mr. Bastlaan Klein Herenbrink
Transito 21
6909 DA Babberich
Netherlands

Aarau, 1. März 2021
R33136264 ML/dr

RECHNUNG

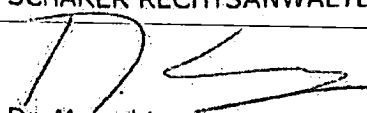
Rechnungs-Nr.: 122544/R3136264
MWST-Nr.: CHE-108.140.177 MWST
In-Sachen: Brodosplit (Kaufvertrag)
Zeitraum: vom 05.08.2020 bis 24.02.2021

NIK BRÄNDLI
PETER WIDMER¹
DR. CONRAD M. WALTHER
DR. MICHAEL HUNZIKER
KASPAR HEMMELER
MARTINA HUNZIKER
MARTIN PLÜSS
CHRISTIAN BÄR
JÖRG WALTHER
GEORG SCHÄRER
DAYANA BERÉNYI KAMM
FELIX WEBER
CHRISTOPH BUNDI
BRIGITTE BITTERLI
DR. SIMONE WALTHER
TOM SCHAFFNER
REBECCA WYNIGER-GÄRTNER
DOMINIK BRÄNDLI
DANIELA KÜNG
JULIA NICK
TABEA PFEUTI¹
DR. JOSIANNE MAGNIN
DR. STEPHANIE LEINHARDT
DR. MARCEL LANZ
CÉCILE SCHMIDLIN

Honorar	CHF	3'902.50
Barauslagen		
Fotokopien	CHF	3.00
Porti	CHF	39.30
	CHF	42.30
Subtotal	CHF	3'944.80
Abzüglich		
Kostenvorschuss Klientin, 12.08.2020	CHF	1'615.50
Zu unseren Gunsten	CHF	2'329.30

Wir danken Ihnen für den uns erteilten Auftrag und bitten Sie, uns den Betrag von CHF 2'329.30 mit dem beiliegenden Einzahlungsschein Innert 30 Tagen zu überweisen.

Freundliche Grüsse
SCHÄRER RECHTSANWÄLTE


Dr. Marcel Lanz
Rechtsanwalt

Rechtsanwältinnen/Rechtsanwälte
eingetragen im Anwaltsregister
¹ nicht als Rechtsanwältin/Rechtsanwalt
eingetragen

Odvjetnici „Schärer Rechtsanwälte“ (logotip)
Prilog br. 37 (rukopis)

Odvjetnici „Schärer Rechtsanwälte“

Mach4Metal
Mr. Bastiaan Klein Herenbrink
Transito 21
6909 DA Babberich
Netherlands

Aarau, 1. ožujka 2021.
R33136264 ML/dr

RAČUN

Broj računa: 122544/R3136264
ID broj za PDV: CHE-108.140.177 PDV
Predmet: Brodosplit (kupoprodajni ugovor)
Vremensko razdoblje: od 5. kolovoza 2020. do 24. veljače 2021.

Honorar CHF 3.902,50

Gotovinski izdaci

Fotokopije CHF 3,00
Poštanski troškovi CHF 39,30 CHF 42,30

Međubroj CHF 3.944,80

Odbitak

Predujma za troškove klijentice od 12.8. 2020. CHF 1.615,50

Preostaje za uplatu: CHF 2.329,30

Zahvaljujem na danom nalogu i molimo da nam s pomoću priložene uplatnice u roku od 30 dana uplatite iznos od 2.329,30 CHF.

Srdačan pozdrav,
Odvjetnici „Schärer Rechtsanwälte“
(nečitljiv vlastoručni potpis)
Dr. Marcel Lanz
Odvjetnik

Odvjetnici „Schärer Rechtsanwälte“
Hintere Bahnhofstrasse 6
CH-5001 Aarau

Broj telefona: +41 (0)62 837 50 00
Telefaks: +41 (0)62 837 50 01

vorname.name@5oor.ch
www.5001.ch

NIK. BRÄNDLI
PETER WIDMER¹
DR. CONRAD WALTHER
DR. MICHAEL HUNZIKER
KASPAR HEMMELER
MARTINA HUNZIKER
MARTIN PLÜSS
CHRISTIAN BÄR
JÖRG WALTHER
GEORG SCHÄRER
DAYANA BERÉNYI KAMM
FELIX WEBER
CHRISTOPH BUNDI
BRIGITTE BITTERLI
DR. SIMONE WALTHER
TOM SCHAFFNER
REBECCA WYNIGER-GÄRTNER
DOMINIK BRÄNDLI
DANIELA KÜNG
JULIA NICK
TABEA PFEUTI¹
DR. JOSIANNE MAGNIN
DR. STEPHANIE LEINHARDT
DR. MARCEL LANZ
CÉCILE SCHMIDLIN

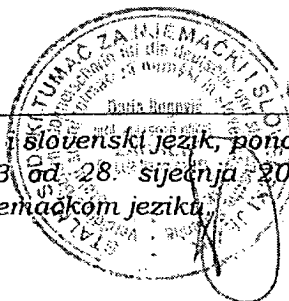
Odvjetnici koji su upisani u registar
odvjetnika.

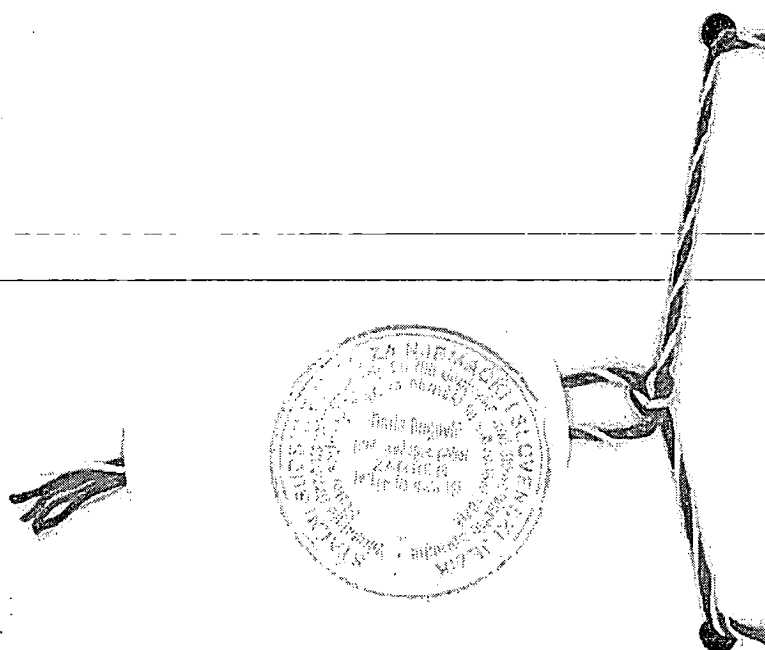
¹ Odvjetnici koji nisu upisani u registar
odvjetnika.

Ja, **Daria Bogović**, dr. Luje Naletilića 15k, Zagreb, stalni sudski tumač za njemački i slovenski jezik, ponovno imenovana Rješenjem Županijskog suda u Velikoj Gorici, br. 4 Su-775/2021-3 od 28. siječnja 2022., potvrđujem da gornji prijevod u cijelosti odgovara izvornoj ispravi sastavljenoj na njemačkom jeziku.

Zagreb, 14. 6. 2022.

Br. 484 – 2022.





Prilog 14.

Tečajna lista Hrvatske narodne banke od 20. svibnja 2022. godine



HRVATSKA NARODNA BANKA

Tečajna lista

HRVATSKA NARODNA BANKA

Tečajna lista broj 98, utvrđena na dan 19.5.2022., primjenjuje se od 20.5.2022.

Tečajevi u kunama — kn

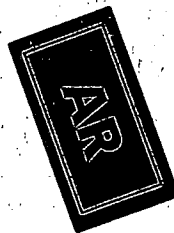
Država	Šifra valute	Valuta	Jedinica	Kupovni za devize	Srednji za devize	Prodajni za devize
EMU	978	EUR	1	7,506595	7,529183	7,551771

© HRVATSKA NARODNA BANKA

Prilog 15.

Obrazac broj 3 – prijava tražbine u predstečajnom postupku

③ ODVJETNIK
DALIBOR VALINČIĆ
Ivana Lučića 2a/19, ZAGREB



FINANCIJSKA AGENCIJA
REGIONALNI CENTAR SPLIT 1
Neposredno, poštom (obično - preporučeno)

Primljeno: 23-06-2022

Br. pošiljke _____ potpis _____

Masa:
771g

06 1098 9

Zagreb
17.06.22
22:06:09
10000

25.80
HP Hrvatska

52/320

"Za predstečajni postupak"

Financijska agencija, Poslonica Split

Mažuranićevo šeta lište 24b

21000 Split