

FINANCIJSKA AGENCIJA
Ulica grada Vukovara 70
10000 Zagreb

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

19-01-2021

PREDSTEČAJNE NAGODBE
PRIMANJE I OTPREMA POŠTE

KLASA:

UR. BROJ:

PRIJAVA U PREDSTEČAJNOM POSTUPKU

Ruder Anić, odvjetnik
Damir Sajko, odvjetnik
Krešimir Matošević, odvjetnik
Matijana Paljetak, odvjetnica
Nikola Fadljević, odvjetnik

Vaš znak: St-1468/2020

Naš znak: APA-Tec/VIRO/mp

Datum: 15.01.2021

Poštovani,

sukladno rješenju Trgovačkog suda u Zagrebu, posl. br. St-1468/2020 od 18.12.2020. godine u prilogu dostavljamo prijavu u predstečajnom postupku nad VIRO TVORNICA ŠEĆERA d.d. uz pripadajuću dokumentaciju.

S poštovanjem,
Matijana Paljetak, odvjetnica

ODVJETNICA
MATIJANA PALJETAK
u odvjetničkom društvu
ANIĆ I Partneri
Zagreb, Gajeva 53/II
Tel: 4922-148, 4922-150, Fax: 4922-154

PRILOZI:

- Prijava
- Punomoć
- Tečajna lista HNB-a važeća na dan 18.12.2020.
- Obračun zakonskih zateznih kamata
- Narudžbenica
- Ugovor
- Predračun
- Potvrda o prihvatu usluga

PUNOMOĆ

Ovlašćujem(o) da me (nas) pravno zastupa (brani)

Svi odvjetnici i odvjetnički vježbenici iz
odvjetničkog društva ANIC I PARTNERI

Ruđer Anić, odvjetnik
Damir Sajko, odvjetnik
Krešimir Matošević, odvjetnik
Matijana Paljetak, odvjetnica
Nikola Fadljević, odvjetnik
Željko Mičuga, odvjetnik

u predstečajnom

postupku, koji se vodi

pred Financijskom agencijom / Trgovačkim sudom u Zagrebu

pod poslovnim brojem St-1468/2020

na tužbu (prijedlog, optužnicu) APA-Tec GmbH Automation and Packaging Technology

protiv VIRO TVORNICA ŠEĆERA d.d.

radi naplate potraživanja

Ovlašćujem(o) ga, da me (nas) zastupa u svim mojim (našim) pravnim poslovima u sudu i izvan suda kao i kod svih drugih državnih organa te da radi zaštite i ostvarenja mojih (naših) prava i na zakonu osnovanih interesa poduzima sve pravne radnje i upotrijebi sva u zakonu predviđena sredstva, a osobito da podnosi tužbe, prijedloge i ostale podneske, da daje u moje (naše) ime nasljednu izjavu, te da za mene (nas) prima novac i novčane vrijednosti i da o tome izdaje potvrde.

Pristajem(o) da ga za slučaj sprječivosti zamijeni:

Za slučaj spora glede nagrade pristajem(o) na nadležnost suda u Zagrebu

u Böblingen an der Rems

dne 14.01.

20 21

APA-Tec GmbH
Automation and Packaging Technology
Forschstr. 7
73560 Böblingen
Fon 07143 71087-0 Fax 71087-91

Obrazac 3.

FINANCIJSKA AGENCIJA

OIB: 85821130368

Ulica grada Vukovara 70, 10000 Zagreb

(adresa nadležne jedinice)

Nadležni trgovački sud **Trgovački sud u Zagrebu**

Poslovni broj spisa **St-1468/2020**

PRIJAVA TRAZBINE VJEROVNIKA U PREDSTEČAJNOM POSTUPKU

PODACI O VJEROVNIKU:

Ime i prezime / tvrtka ili naziv

APA-Tec GmbH Automation and Packaging Technology

OIB _____

Adresa / sjedište

Porschestraße 7, 73560 Böbingen an der Rems, SR Njemačka

PODACI O DUŽNIKU:

Ime i prezime / tvrtka ili naziv

VIRO TVORNICA ŠEĆERA d.d.

OIB **04525204420**

Adresa / sjedište

Ulica Grada Vukovara 269 g, Zagreb

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)

Narudžbenica, Ugovor, Potvrda o prihvatu izvršenih usluga od strane dužnika

Iznos dospjele tražbine **1.712,669,18 kn** (kn)

Glavnica **1.672,858,35** (kn)

Kamate **39,810,83** (kn)

Iznos tražbine koja dopijeva nakon otvaranja predstečajnog postupka
_____ (kn)

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

Predračun, Ugovor

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

Zagreb, 15.01.2021. godine

Potpis vjerovnika


ODVJETNICA
MATIJANA PALJETAK
u odvjetničkom društvu
ANIĆ I Partneri
Zagreb, Gajeva 53/II
Tel: 4922-148, 4922-150, Fax: 4922-154



HRVATSKA NARODNA BANKA

Tečajna lista

HRVATSKA NARODNA BANKA

Tečajna lista broj 245, utvrđena na dan 17.12.2020., primjenjuje se od 18.12.2020.

Tečajevi u kunama — kn

Država	Šifra valute	Valuta	Jedinica	Kupovni za devize	Srednji za devize	Prodajni za devize
Australija	036	AUD	1	4,689633	4,703744	4,717855
Kanada	124	CAD	1	4,836665	4,851219	4,865773
Češka	203	CZK	1	0,286977	0,287841	0,288705
Danska	208	DKK	1	1,009797	1,012836	1,015875
Mađarska	348	HUF	100	2,113006	2,119364	2,125722
Japan	392	JPY	100	5,959695	5,977628	5,995561
Norveška	578	NOK	1	0,715859	0,718013	0,720167
Švedska	752	SEK	1	0,739412	0,741637	0,743862
Švicarska	756	CHF	1	6,952426	6,973346	6,994266
Velika Britanija	826	GBP	1	8,354973	8,380113	8,405253
SAD	840	USD	1	6,143925	6,162412	6,180899
Bosna i Hercegovina	977	BAM	1	3,841230	3,852788	3,864346
EMU	978	EUR	1	7,512792	7,535398	7,558004
Poljska	985	PLN	1	1,693901	1,698998	1,704095

Napomena:

Za 16.12.2020. tečaj 1,00 XDR iznosi 8,932925 kn.

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Your
Europe

APA-Tec GmbH Automation and Packaging Technology
Porschestraße 7, 73560 Böbingen an der Rems, SR Njemačka

VIRO TVORNICA ŠEĆERA d.d.
OIB: 04525204420
Ulica Grada Vukovara 269d, Zagreb

Zakonske zatezne kamate

Datum od	Datum do	Br. dana	Glavnica	KS	Suma kamata	Saldo
28.02.2020	17.04.2020	50	1.672.858,35	8,11	18.533,99	1.691.392,34
18.04.2020	18.10.2020	184	1.672.858,35	0,00	18.533,99	1.691.392,34
19.10.2020	17.12.2020	59	1.672.858,35	7,89	39.810,83	1.712.669,18
Ukupno		294	1.672,858,35		39,810,83 kn	1.712,669,18 kn

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Tel: 4922-148, 4922-150, Fax: 4922-154



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Centrala Virovitica: +385(0)33 840-100 Sirovinski sektor: +385(0)33 840-130
Ured Virovitica: +385(0)33 840-101 Nabava: +385(0)33 840-106
Prodaja: +385(0)33 840-111 info@secerana.hr www.secerana.hr

Supplier:

VAT: HR04525204420

APA - TEC AUTOMATION AND PACKAGING TECHNOLOGY

PORSCHESTRASE 7

BOBINGEN

Njemačka

Virovitica, 13.2.2018.

Telefax:

Order no. 201840

Quote: 170113-2/12.02.2018.

Or. num.	Description	Unit of measure	Quantity	Unit price (EU	% Discount	Price (EUR)
1	prerada i nadogradnja stroja za pakovanje šećera 1/1, HESSER (electrical overhauling and retrofitting of a Bosch/Hesser packaging machine H-PLBR regarding an Offer 170113-2/12.02.2018.)	pcs Delivery time 1.11.2018.	1,00	370.000,0000	0,0000	370.000,00
Sub-Total:						370.000,00
Discount:						0,00
Total:						370.000,00

Term of delivery: 1.11.2018. (If no specified different)

Parity: Viro tvornica šećera d.d.

Terms of payment: Virman

Terms net: Plaćanje robe ili usluge 1.4.2018. - 148.000,00
1.11.2018. - 222.000,00

Terms net 0 days from shipping.

Remark: Payment conditions: 40% (148.000,00 Eur) down payment when placing the order payable at 01.04.2018., 60% (222.000,00 Eur) after acceptance, at the latest 4 weeks after delivery

The Invoice necessarily include following data:

Customs tariff number, Country of origin, Country of despatch, Neto kg, Cost of transportation, Reverse charges,

VAT NUMBER (your and our).

Delivery of goods only on the address Matije Gupca 254, 33000 Virovitica.

Purchasing Officer: bacc. oec. Šuvak Alen

VIRO TVORNICA ŠEĆERA d.d., Ulica grada Vukovara 269g, 10000 Zagreb, PDV ID No: HR04525204420, represented by President of the Management Board Mr. Željko Zadro, as principal (hereinafter: Principal)

and

APA-Tec GmbH, Porschestr. 7, D-73560 Böbingen Germany, VAT ID No: DE234163468, represented by Mr. Eberhard Vaas as contractor (hereinafter: Contractor)

have concluded in Zagreb on 22.02.2018. the following

CONTRACT

for electrical overhauling and retrofitting of a Bosch / Hesser packaging machine H-PLBR as well as delivery and installation of a new packaging material supply

Subject-matter of Contract

Article 1

- 1.1. The contractual parties mutually agree that the subject-matter of this Contract is the regulation of mutual rights and obligations between the Principal and the Contractor regarding the purchasing, delivery, installation and putting into operation of hardware and software, as well as performance of other ordered services required for electrical overhauling and retrofitting of a Bosch / Hesser packaging machine H-PLBR as well as delivery and installation of a new packaging material supply, which includes the following:

- Delivery
- Mechanical installation
- Application installation, Integration and configuration/set-up
- Testing
- Acceptance
- Commissioning and roll-out
- training of Principal's personnel

(defined as : Equipment and Services), all in accordance with the detailed specification of Equipment and Services defined in Quote No. 170113-2 of 12 February 2018 attached hereto as Appendix 1 and the document 'Machine reborn and controls replacement of Bosch / Hesser H-PL at VIRO Tvormica Secera d.d. Ulica Matije Gupca HR 33000 Virovitica What will be done! V2.0' of 12 February 2018 attached hereto as Appendix 2, both forming integral part of this Contract.

Price

Article 2

- 2.1 The total price the Principal will pay to the Contractor for the Equipment and Services subject of this Contract amounts to 370.000 EUR (three hundred seventy thousand Euros). Unit prices of the Equipment and Services that are subject to this Contract are specified in Appendix 1 to this Contract.
- 2.2. The price given in paragraph 2.1 is on the basis of DAP, Viro tvornica šecera d.d., Virovitica, Croatia, site of installation Matije Gupca 254.
- 2.3. The total price from paragraph 2.1. of this Article and unit prices defined in Appendix 1 of this Contract include VAT, customs duties, taxes and other official charges payable upon importation, as well as packing and freight charges, cost of transportation and export duties. At the site of installation, the Principal will ensure accommodation, breakfast, lunch and dinner to the agreed

number of Contractor's personnel for the execution of this Contract. Travel, lodging and/or other costs by the Contractor's personnel that may be incurred, save for the ones defined in the previous sentence of this paragraph, shall be borne by the Contractor.

Terms of payment

Article 3

- 3.1. All invoices for the Equipment and Services issued by the Contractor shall be payable within fourteen (14) days from their issuance. The Contractor shall issue the invoices by the following schedule:
 - 40% down payment payable at 01.04.2018
 - 60% after successful acceptance.
- 3.2. All payments from this Contract shall be done in Euro by transfer of money to the account of the Contractor, Bank account IBAN: DE34 6145 0050 1000 1883 92, at Bank Kreissparkasse Ostalb Swift code: OASPDE6AXXX.
- 3.3. The Contractual parties mutually establish that the Contractor is not authorized, without explicit prior written consent of the Principal, to cede to third parties any right from this Contract, which especially includes financial claims towards the Principal incurred by fulfilling the subject of this Contract by the Contractor.

Delivery

Article 4

- 4.1 The Contractual parties mutually agree that the Contractor shall deliver the Equipment and provide Services which are a subject to this Contract in accordance with this Contract and Appendices 1 and 2. No additional or different provisions appearing anywhere on the Principal's purchase orders, on the Contractor's acceptance thereof or on any other correspondence shall be binding on either party, unless expressly set forth in a separate written document, referencing this Contract, and signed by both parties.
- 4.2 The Equipment which is a subject to this Contract shall be delivered on the basis of DAP, Viro tvornica šećera d.d., Virovitica, Croatia, site of installation Matije Gupca 254.

Obligations of the Contractor

Article 5

The Contractual parties mutually establish that the Contractor is obligated:

- 5.1 In accordance with the Appendices 1 and 2 of this Contract, to deliver, install and put in operation the Equipment that is subject to this Contract and train the Principal's personnel on its operation;
- 5.2 Apply to the relevant state authorities for any kind of permit possibly needed for the delivery of the Equipment;
- 5.3 Deliver to the Principal the standard user documentation in electronic form for the Equipment, as described in detail in Article 13 of this Contract. The documentation will be delivered in the German and in Croatian and in standard format.
- 5.4 The Contractor is fully responsible for ensuring that all works and services to be done within the scope of this Contract do not, in any way, cause any damage to the functionality of existing Principal's systems and services. In that sense, the Contractor will ensure full feature parity of the Equipment in order to achieve the same functionality, interoperability and performance of the Equipment as provided by the existing systems;

- 5.5 The Contractor is responsible to deliver fully functional operation pursuant to the agreed Technical Specifications of the complete delivered Equipment and therefore is responsible to timely inform the Principal in written form of any need to change the Technical Specification of the Equipment and to suggest possible solutions;
- 5.6 The Contractor shall immediately provide the Principal with information about the respective project managers especially dedicated to the realization of obligations from this Contract and Appendices, providing their names and functions. The Principal has the right to reject these persons only with cause;
- 5.7 The Contractor obliges to ensure all needed collaborations of all subcontractors appointed by the Contractor at the place of performance of works within the scope of this Contract as well as the coordination of their action. The Contractor will be fully responsible for fulfillment of all Contractual obligations of their appointed subcontractors, especially but not limited to the adhering of deadlines of this Contract;

Obligations of the Principal

Article 6

- 6.1 The Principal undertakes responsibility to accept and pay for duly conducted Services and delivered Equipment, all in accordance to the conditions and terms of payment defined in this Contract.
- 6.2 The Principal, upon the Contractor's request, will provide the Contractor with all reasonable cooperation requested by the Contractor and all data necessary for planning, installing and putting into operation of the Equipment.
- 6.3 The Principal shall, upon the Contractor's request that contains a list of persons, chosen for execution of works within the scope of this Contract, provide free access of the Contractor's expert personnel to all sites where the Equipment is already installed or is to be installed.
- 6.4 Furthermore, the Principal shall provide for the Contractor's personnel free access to existing installations, which are necessary for proper installation and putting into operation of the Equipment within the scope of this Contract.
- 6.5 The Principal shall prepare within the timeframe agreed to by the contractual parties space on its premises for the installation of the Equipment that meets the environmental, communication, electrical and other site requirements of the Equipment and their installation.
- 6.6 The Principal shall promptly execute and/or witness (as the Contractual parties have specifically agreed for particular case) all acceptance testing required to be done after the Contractor has delivered notice that the Equipment is ready for acceptance testing.

Succession, Transfer and Subcontracting

Article 7

- 7.1 This Contract shall oblige the successors as well as all third parties to whom it might be transferred by the contractual Parties.
- 7.2 If the Contractor wishes to appoint a sub-contractor, it shall first notify the Principal in writing and obtain the Principal's written approval (such approval not to be unreasonably withheld). The Contractor guarantees that appointing of a sub-contractor will not place the Principal at a disadvantage regarding performance of the Contractor's contractual duties and fully guarantees the performance of all contractual duties assigned to the sub-contractor.

Intellectual property rights, third party rights protection

Article 8

- 8.1 The Contractor guarantees that the Principal's using of the Equipment subject to this Contract shall not infringe intellectual property rights of any third party and that the Principal shall be legally entitled to use the Equipment, including all pertaining software and firmware, in accordance with its intended purpose, without time limit.
- 8.2 The Contractor is committed to compensate the Principal for all awards made by Court of competent jurisdiction that arises from the usage of the Equipment which are within the scope of this Contract and which arises as a result of violation of third parties- intellectual property rights.

Deliveries, storage, security, and risk

Article 9

- 9.1 The Contractor shall deliver the Equipment that is subject of this Contract DAP, Viro tvornica šećera d.d., Virovitica, Croatia, site of installation Matije Gupca 254, including the suitable packaging, without the inspection costs before the delivery that shall be performed on request by the Principal or a third party that had agreed with the Principal about it.
- 9.2 At least two (2) days prior to the shipment of the Contractual Equipment, the Contractor shall furnish the Principal the dispatch advice, with all the details about the shipment, including the number of this Contract or appendix, number of packages, gross weight, name of the forwarding agent, date of shipping and expected date of arrival with detailed specification of delivery content.
- 9.3 Every item that arrives damaged shall be replaced or repaired by the Contractor within the shortest possible time, without additional costs for the Principal. The Contractor shall cover all costs of the replacement or repair of such damaged parts.
- 9.4 All items delivered to the Principal by mistake (which are not part of the scope of this Contract) shall be returned to the Contractor. The Contractor shall cover all costs regarding replacement of the wrongly delivered items.
- 9.5 In the case when export/re-export of the Equipment or any Equipment components from the countries of origin demands the permission of authorities, it can be executed only with the issued required permits of the relevant authorities. The Contractor shall undertake to obtain the necessary permits from all relevant authorities.
- 9.6 Only if not agreed otherwise, all equipment marks, components and wire identification markers, manuals, drawings and other documents which the Contractor should deliver in accordance with this Contract, shall be written in German and in Croatian.
- 9.7 The Contractor will bear all risks for any accidental loss or damaging of the contractual equipment according to Incoterms 2010 - DAP until delivery to the Principal, Virovitica, site of installation Matije Gupca 254.
- 9.8 The final assembly of the Equipment, run by an APA-TEC expert, will commence at the latest on 27 August 2018.

Inspection, testing and acceptance

Article 10

Factory inspection and testing

- 10.1 All Equipment that is subject of this Contract needs to be properly tested in the Contractor's or its sub-contractors' factories. The tests need to be in accordance with the general Contractor's standard qualities. Test results will be delivered to the Principal together with the Equipment.

Acceptance

- 10.2 As a pre-condition for the beginning of the Acceptance Test, the Contractor shall deliver to the Principal the complete users' and maintenance documentation connected to the corresponding Equipment.
- 10.3 In order to pass the Acceptance Test, the Equipment must be able to produce 104 bags per minute and to function properly with at least 96% efficiency during the Acceptance Testing period which shall last at least 8 hours. Regardless of the duration of the Acceptance Test, the Contractor guarantees full functionality of the Equipment without pause, three 8-hour shifts per day. It is expressly agreed that, in order to pass the Acceptance Testing, as well as during the entire guarantee period, the Equipment must conform to the precision standards set in the Rulebook on metric requirements for packages and bottles as measuring containers (*Pravilnik o mjeriteljskim zahtjevima za pakovine i boce kao mjerne spremnike*), Official Gazette of the Republic of Croatia Nos. 90/2005, 32/2006, 41/2008, 35/2009, 56/2013)
- 10.4 The Contractor obliges to deliver the Equipment and provide all Services necessary for successful Acceptance Testing and propose the Principal the Acceptance Testing date to be scheduled no later than 01.10.2018.
- 10.5 The Contractor shall notify the Principal in writing at least seven (7) days in advance that the installation of the Equipment shall be ready for the Acceptance Test. The Acceptance Test shall be executed by the Contractor and witnessed by the Principal.
- 10.6 During the testing the Contractor shall, at their own cost, immediately adjust every possible defect. Upon the successful completion of the Acceptance Test, the Principal shall issue the Acceptance Certificate, within seven days.
- 10.7 In case that the experts of the Principal and the Contractor do not agree on the results of measurement during the Acceptance Test, the Parties shall escalate the matter among each entity's organization until an agreement is reached. In case of escalation, the parties agree to use good faith efforts so that agreement shall be reached not later than one (1) month after escalation start. In case that the said one-month period should unsuccessfully pass, the parties are entitled to bring the matter before the competent court.
- 10.8 The parties agree that the operating can begin only if the installed part of the Equipment materially satisfies the Technical Specifications.

Deadlines

Article 11

- 11.1 The final deadline for delivery, installation and putting into operation of the Equipment and the provision of all the agreed Services is 1 October 2018.

Warranty

Article 12

- 12.1 For the Equipment that is within the scope of this Contract, the Contractor guarantees that every part of the Equipment when delivered shall be brand new without damages, or material hidden or visible defects, either in design, material or function. The Warranty Period for all Equipment within the scope of this Contract (including but not limited to Hardware, Software and firmware) shall be twelve (12) months from the day of the issuing or deemed issuance of Acceptance Certificate.
- 12.2 The Contractor guarantees the availability of maintenance of the Equipment, which includes but is not limited to Software corrections, changes, updates, hardware repairing or replacement during the period of twenty (20) years from the delivery of the Equipment, as described in the Appendices hereto.
- 12.3 All costs that may be incurred in replacing the Equipment that is non-compliant with the Technical Specifications shall be on the account of the Contractor including VAT, custom duties, taxes or other official charges payable upon importation.
- 12.4 This warranty shall not cover the usual natural wearing of the Equipment or other damages caused by reasons beyond the Contractor's responsibility, as are e.g. inadequate operative

instruments, chemical, electro-mechanical and electrical influences and damages caused by irregular usage by the Principal or any third party.

Documentation

Article 13

- 13.1 The Contractor shall deliver the documentation comprising all the written documents including illustrations being required for description and operation of the Equipment. The descriptions and all documents shall be delivered in German and in Croatian in electronic form.
- 13.2 The documents shall describe clearly, distinctly and entirely the service to be provided as regarding:
 - a. hardware
 - b. software
 - c. repair/maintenance
 - d. all modifications of configuration
 - e. all troubleshooting including trouble analysis
 - f. statistical evaluation of Equipment performance
 - g. interfaces descriptions.
- 13.3 The manuals shall have to provide sufficient information for operation of Equipment components as well as on troubleshooting in case of occurred errors. They shall include all the needed command, operation, repair and test procedures.
- 13.4 The documentation on devices shall describe the single components of the Equipment as well as the respective peripheral ones. Further to that the function of the individual subsystems shall have to be described.
- 13.5 The description of the Equipment shall have to include a detailed and complete presentation of the delivered Equipment, its function in relation to entire system. It shall be used as first diagnostic aid in case of errors. The documentation of interfaces shall have to describe on verbal and graphical basis the structure of the applied standards and recommendations. The differences must be explained and described in a proper manner. All the Equipment interfaces must be described in detail and documented as well.
- 13.6 The Contractor shall deliver to the Principal a description of the Equipment interfaces including the respective test documentation. This description of interfaces should comply with the Principal's reasonable technical and commercial requirements.

Termination of Contract

Article 14

14. Each contractual party may terminate this Contract by written notification with immediate effect, in the following cases:
 - 14.1 If any state permission needed for export/re-export of any product necessary for fulfillment of this Contract is finally denied, and the Parties fail to agree upon solution for overcoming or alleviation consequences of such rejection within thirty (30) days from that event; or
 - 14.2 If bankruptcy or insolvency against the other Party has been officially announced;
 - 14.3 Each Party may terminate this Contract by written notification with immediate effect also in case when the other Party continues with the violation, and/or non-fulfillment of a material obligation stated in this Contract, or does not eliminate the consequences of a material violation, after the delivery of the written notification stating that violation and/or non-fulfillment within a thirty (30) day notice period.
 - 14.4 If delay caused by Force Majeure continues for more than forty five (45) days, each Party shall have the right to terminate this Contract, with prior written notification fifteen (15) days in advance.

- 14.5 Cessation or termination of this Contract shall not influence provisions from this Contract which directly or indirectly remain valid even after cessation or termination of this Contract.

Confidentiality

Article 15

- 15.1 The Parties agree to hold this Contract confidential and are thus committing themselves not to disclose, without prior written approval of the other party, to unauthorized parties or any other third party the information relevant to or in connection with this Contract.
- 15.2 For the purpose of this Contract the concept of "the information relevant to or in connection with this Contract" includes but is not limited to drafts, plans, patterns, equipment, reports, studies, drawings, schedules, specifications, technical information, data base, any form of software, documentation, correspondence between the Parties relating to this Contract or other business or technical information.
- 15.3 Neither of contractual parties shall be held liable for disclosing or use of information which:
- a. are known or will become known to general public without violation of this Contract, or are independently developed by the receiving party, or
 - b. are to be disclosed under the law and upon request of the competent authorities.
- 15.4 The confidentiality provision shall remain in force in case of termination or after closing of this Contract.

Official notices

Article 16

- 16.1 When one Contractual party is asked to provide the other Contractual party with an official notice, the notice shall be given in written form, if not otherwise agreed to the following addresses:

Notice to the Principal:

Viro tvornica šećera d.d.
Ulica grada Vukovara 269g
HR-10000 Zagreb
Croatia
email: danijel.pusic@secerana.hr

Notice to the Contractor:

APA-Tec GmbH,
Porschestraße 7
D-73560 Böbingen
Germany
email: e.vaas@apa-tec.de

- 16.2 In case that any of the contractual parties changes their address, the other contractual party must be immediately informed about that change in written form. In case of failed delivery, every registered letter or notice sent to the aforesaid addresses shall be deemed as correctly delivered and accepted by the recipient on the 8th day since the dispatch by registered mail.

Dispute settlement

Article 17

- 17.1 This Agreement shall be construed and enforced in accordance with, and be governed exclusively by, the laws of the Republic of Croatia, excluding its choice-of-law rules.
- 17.2 All the disputes arising out of this Contract shall, if possible, be solved in good faith. If any dispute cannot be solved by good faith negotiation between the Contractual parties within the thirty (30) days, it will be finally settled upon request of either Contractual parties by the Commercial Court in Zagreb.

Other provisions

Article 18

- 18.1 Any change, amendment or other modification of this Contract or its Appendices and/or Annexes shall have no influence on any provisions of the Contract, its Appendices or Annexes unless given in written form and signed by authorized representatives of both Contractual parties.
- 18.2 Titles in this Contract are here merely for easy reference of the Contract and do not influence the meaning of Contractual provisions.
- 18.3 The Contractor will periodically, but not less than each 2 weeks, inform the Principal about the status of realization in written form, during the whole delivery period. To that purpose, also regular meetings between the Contractor and the Principal will be organized.

Effective date

Article 19

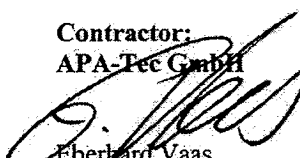
- 19.1 This Contract shall come into force on the date it is signed by the authorized representatives of the Contractual parties.

Number of copies of the Contract

Article 20

- 20.1 This Contract shall have four identical originals in English. Each Contractual party shall obtain two originals.
- 20.2 In recognition of its rights and duties this Contract is signed by the authorized representatives of the Parties.

Contractor:
APA-Tec GmbH


Eberhard Vaas
General Manager

APA-Tec GmbH
Automation and Packaging Technology
Porschestr. 7
73560 Böblingen
Fon 07173 71097-0 Fax 71097-91

Principal:
Viro Tvornica šećera d.d.


Željko Zadko
President of the Management Board



APA-Tec GmbH · Porschestraße 7 · D-73560 Böbingen

VIRO TVORNICA SECERA d.d.

Ulica grada Vukovara 269 g

HR 10000 ZAGREB / CROATIA

Advance Invoice

Customer-No.	Document-No.	Date	Page
20326	00324	28.02.2018	1 von 2

Always mention in payment of our account!

Our Order-No.: 180027

Cust.Purch.Order: 201840 dated 13.02.2018

Order Confirmation No.: 180027

VAT: HR04525204420

Werklieferung in Kroatien steuerbar und steuerpflichtig,
Steuerschuld des Leistungsempfängers (Reverse-Charge-Verfahren)

**Electrical overhauling and retrofitting of a Bosch / Hesser packaging machine
H-PLBR as well as delivery and installation of a new packaging material supply**

Item	Description	Qty.	Unit	Price	Total
1	Advance invoice no. 1 according to order confirmation and payment agreement we charge 40 % of contract sum EUR 370.000,00	1	--	148.000,00	148.000,00
All prices are quoted in EUR				Sum Total	148.000,00
				Sum Total of Invoice	148.000,00

Terms of Payment:

Payable until 01.04.2018 strictly net

Ship to:

VIRO Tvornica Secera d.d.

Ulica Matije Gupca 254

HR 33000 VIROVITICA / CROATIA

APA-Tec GmbH · Porschestraße 7 · D-73560 Böbingen

VIRO TVORNICA SECERA d.d. ZAGREB / CROATIA

Advance Invoice

Customer-No.	Document-No.	Date	Page
20326	00324	28.02.2018	2 von 2

Always mention in payment of our account!

Our General Terms and Conditions apply exclusively.
APA-Tec GmbH

Final acceptance of services and assembly services

Date: 10.02.2020

Customer:

Viro Travnica Sečara d.d.

Street / Address:

Ulica grada Vukovra 2695

Postalcode / City:

HR 10000 Zagreb

Present by customer:

Mr. Daniel Pusić

Present by APA-TEC:

Eberhard Vaas

Project title:

Retrofit Hesse H-PLBR

Project number:

180027

The contractually agreed services are hereby accepted by the client. They have been provided by the contractor properly, completely, on time and free of defects / but with the exception of the following complaint:

Description of defects:

To be done by:

/

The transfer takes place on the condition that the remaining work or complaints listed above are completed within the agreed period.

The warranty begins on: 07.02.2020

Date and Signature of contractor:

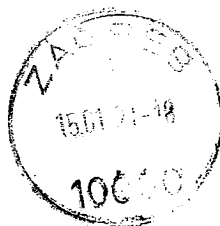
10.2.2020

[Signature]

Date and Signature of client:

11.2.2020 [Signature]

ANIC I PARTNER
odvjetničko društvo
ZAGREB, (općina)



POŠTARINA PLAĆENA HP-u d.d.
U SORTIRNICI
10200 ZAGREB

FINANCIJSKA AGENCIJA
ODSIJEK ZA PRIJEM, EVOLUCIJU I
POHRANU OSNOVA ZA PLaćANJE
ZAGREB

19-01-2021

PREDSTEČAK IZ OBLASTI
PRIMANJE I OTRPENA POSTE

KLASA: _____
UR. BROJ: _____

