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

0 4 -06- 2025

PREDSTEČAJNE NAGODBE
PRIMANJE I OTPREMA POŠTE
KLASA:
UR. BROJ:

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-1035/2025

PRIJAVA TRAŽBINE VJEROVNIKA U PREDSTEČAJNOM POSTUPKU

PODACI O VJEROVNIKU:

Ime i prezime / tvrtka ili naziv SARC B.V.
OIB 32060262 (KvK broj u Nizozemskoj za poslovne subjekte)
Adresa / sjedište Landstraat 5, 1404JD Bussum, Nizozemska
Stara adresa: Brinklaan 109-1, Bussum, Nizozemska

PODACI O DUŽNIKU:

Ime i prezime / tvrtka ili naziv BRODOGRAĐEVNA INDUSTRIJA SPLIT d.d.
OIB 18556905592
Adresa / sjedište Ulica Velimira Škorpika 11, 10000 Zagreb, Hrvatska

PODACI O TRAŽBINI:

Pravna osnova tražbine (npr. ugovor, odluka suda ili drugog tijela, ako je u tijeku sudski postupak oznaku spisa i naznaku suda kod kojeg se postupak vodi)
Ugovori u privitku: „ORDER No. 491599" i „(ORDER No. OW1-491207)".

Iznos dospjele tražbine 36.188,20 (euro)
Glavnica 22.337,00 (euro)
Kamate 13.851,20 (euro)

Iznos tražbine koja dospijeva nakon otvaranja predstečajnog postupka
0,00 (euro)

Dokaz o postojanju tražbine (npr. račun, izvadak iz poslovnih knjiga)
Računi, u privitku za gore navedene ugovore.

Vjerovnik raspolaže ovršnom ispravom DA / NE za iznos ____________ (euro)

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
Bussum, 3-6-25

Potpis vjerovnika
____

SARC
Brinklaan 109 A11
1404 GA Bussum

Netherland

ORDER No. OW1-491207

Yard – 487

In accordance with your offer No. 32060262 of November 29th 2019 which is making an integral part of this order, we order:

1. DESCRIPTION OF THE GOODS:

LOCOPIAS

Number	Product code	Description	Amount	Total
1,00	-	Input ship data	€ 4.890,00	€ 4.890,00
1,00	LP02	Intact stability and longitudinal strength	€ 9.290,00	€ 9.290,00
1,00	LP04	Damage stability	€ 4.780,00	€ 4.780,00
1,00	LP21	Tank data reading - Reading tank data from tank gauge system for stability and strength calculations. (Intact stability or longitudinal strength module required)	€ 4.850,00	€ 4.850,00
1,00	LPT4	Type 4: "Safe Return to Port" module	€ 3.500,00	€ 3.500,00
1,00	-	10% discount for software (10% of € 27.310,00)	€ -2.713,00	€ -2.713,00
			Subtotal:	€ 24.597,00

Hardware

Number	Product code	Description	Amount	Total
1,00	-	Mariner Kit Monitor (desk mount) + Mariner Kit PC (hor. or vert.)	€ 1.500,00	€ 1.500,00
1,00	-	PC + 23" Monitor + UPS500VA + USB Laserjet Printer	€ 1.500,00	€ 1.500,00
			Subtotal:	€ 3.000,00

Total amount ex. VAT € 27.597,00

2. TECHNICAL DOCUMENTATION:

2.1.

The **Buyer** shall deliver to the **Seller** requested data as described in technical and commercial offer (ref. number 201911000002) dated 29.11.2019 . within 30 (thirty) days from the date of signing of Contract, all in order to allow that the Seller can prepare the necessary documentation. The requested data shall be reviewed within 5 working days and approved in written form (e-mail confirmation).

2.2. The **Seller** shall deliver to the **Buyer** the necessary documentation for the **Equipment** within 60 (sixty) days after signing of this **Contract**. The documentation shall be deemed accepted after the review and written approval of the **Buyer**. The documentation shall be deemed delivered orderly and within a given time limit if the **Buyer** did not have justified subsequent remarks regarding completeness and content of the documentation.

2.3. The **Seller** will deliver to the **Buyer**, at the delivery of the **Equipment**, the following documentation:
- Classification Society's certificate (Type approval certificate)
- Documentation required by the forwarder of the **Equipment** (original invoice, packing lists, gages, weights...)

2.4. The **Seller** shall provide the **Buyer** with the instruction manual for the **Equipment** in English language and in their last version, 4 (four) copies (3 hard copies + 1CD), at least 15 (fifteen) days before delivery of the **Equipment**.

2.5. The **Seller** warrants that the **Equipment** shall be manufactured in compliance with the "IMO Hong Kong International Convention for the Safe Environmentally Sound Recycling of Ships, 2009". As evidence of such compliance the **Seller** shall complete the "Material Declaration-IHM Statement of Compliance" in the form attached and deliver the same to the **Buyer** not later than 10 (ten) days after signing of this **Contract**. If the Seller fails to comply with the aforementioned, this **Contract** shall be null and void and the Buyer shall have no liability under this **Contract** whatsoever.

3. **DELIVERY TIME:** 26.06.2020

4. **DELIVERY TERMS:** DAP Brodosplit, Put Supavla 21, 21000 Split, Croatia

5. **PRICE:** 27 597,00 EUR
The price is fixed, and not subject to any alternation.

6. **PAYMENT:** 50% paid in 60 days upon start of the project
50% paid in 60 days upon delivery hardware and preliminary software

7. **GUARANTEE:** 12 months after ship's delivery to the Owner

8. **ENTERING INTO FORCE:**

This Contract shall enter into force when the Buyer will have advised the Seller that the Shipbuilding contract for the Buyer's Hull 487 has entered into force.

9. **PENALTY:**

In the case of being late in delivery of the goods the Seller will pay to the buyer 1,5% per week, but not exceeding 5% of the total value contracted and excluding first week.

10. **SETTLEMENT OF DISPUTES, AND JURISDICTION:**

10.1. This Contract shall be governed by the Croatian laws

10.2. Any and all disputes arising in connection with this Contract shall be submitted to the Commercial Court at Split, Croatia.

With best regards,

Split, 05.12.2019.

SARC **BRODOSPLIT d.d.**

SARC
MARITIME ... AND SERVICES
SARC B.V.
Brinklaan 109 A11 - 1404 GA Bussum - The Netherlands
Tel.: +31 (0)85 040 9040 - E-mail: sarc@sarc.nl
Internet: https://www.sarc.nl

BRODOSPLIT
BRODOGRAĐEVNA INDUSTRIJA SPLIT, dioničko društvo
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+385 21 382 648 uprava@brodosplit.hr
www.brodosplit.hr

SARC
Brinklaan 109 A11, 1404 GA Bussum
The Netherlands

ORDER No. 491599
Yard - 485

In accordance with your Quotation number 202101000006 of January 8th 2021 which is making an integral part of this order, we order:

1. DESCRIPTION OF THE GOODS:

Input of ship data

Number	Product code	Description
1,00	-	Adjust PIAS-files Hondius according to stability differences

LOCOPIAS

Number	Product code	Description
1,00	LP02	Intact stability and longitudinal strength
1,00	LP04	Damage stability (Intact stability required)
1,00	LP20	Tank data reading - Reading tank data from tank gauge system for stability and strength calculations. (Intact stability module required)

LOCOPIAS optional

Number	Product code	Description
1,00	LP17	Damage control - Extended damage stability assessment with calculation of counter measures and internal damages (f.e. fire fighting) (Damage stability module required)
1,00	LP11	Cargo weight (Draft Survey)

Hardware

Number	Product code	Description
1,00	-	PC + 24" Monitor + UPS500VA + USB Laserjet Printer
1,00	-	Mariner Kit Monitor (desk mount) + Mariner Kit PC (hor. or vert.)

HR-21000 Split, Put Supavla 21, P.P. 517
+385 21 382 202, +385 21 391 201
+385 21 382 648 uprava@brodosplit.hr
www.brodosplit.hr

2. TECHNICAL DOCUMENTATION:

2.1. The Buyer shall deliver to the Seller requested data as described in technical and commercial offer (ref.number 202101000006) dated January 8[th] within 30 (thirty) days from the date of signing of Contract, all in order to allow that the seller can prepare the necessary documentation. The requested data shall be reviewed within 5 working days and approved in written form (e-mail confirmation).

2.2. The Seller shall deliver to the Buyer the necessary documentation for the Equipment within 60 (sixty) days after signing of this Contract. The documentation shall be deemed accepted after the review and written approval of the Buyer. The documentation shall be deemed delivered orderly and within a given time limit if the Buyer did not have justified subsequent remarks regarding completeness and content of the documentation.

2.3. The seller will deliver to the Buyer, at the delivery of the Equipment, the following documentation:
- Classification Society's certificate (Type approval certificate)
- Documentation required by the forwarder of the Equipment (original invoice, packing lists, gages, weights,...)

2.4. The Seller shall provide the Buyer with the instruction manual for the Equipment in English language and in their last version, 4 (four) copies (3 hard copies + 1 CD), at least 15 (fifteen) days before delivery of the Equipment.

2.5. The Seller warrants that the Equipment shall be manufactured in compliance with the "IMO Hong Kong International Convention for the Safe Environmentally Sound Recycling of Ships, 2009". As evidence of such compliance the Seller shall complete the "Material Declaration – IHM Statement of Compliance" in the form attached and deliver the same to the Buyer not later than 10 (ten) days after signing of this Contract. If the Seller fails to comply with the aforementioned, this Contract shall be null and void and the Buyer shall have no liability under this Contract whatsoever.

3. DELIVERY TIME: April 2021

4. DELIVERY TERMS: DAP SPLIT

5. PRICE: 17.077,00 EUR

The price is fixed, and not subject to any alternation.

6. PAYMENT:

50% paid in 60 days upon delivery of hardware and preliminary software
50% paid in 60 days upon delivery of final version of the software

HR-21000 Split, Put Supavla 21, P.P. 517
+385 21 392 202; +385 21 391 201
+385 21 382 646 uprava@brodosplit.hr
www.brodosplit.hr

7. **GUARANTEE:** 24 months after ship's delivery to the Owner

8. **PENALTY:**
In the case of being late in delivery of the goods the Seller will pay to the buyer 1%(onc percent) per week, but not exceeding 5% of the total value contracted and excluding frst week. All disputes that might arise out of this agreement shall be finaly settled by arbitration in accordance with the Rules of International Arbitration Court attached to the Croatian Chamber of Commerce as in force by one arbitrator appointed in accordance with the aforesaid Rules. The substantive law of Croatian shall apply. The venue of the arbitration shall be Split, Croatia. The proceeding shall be conducted in English.

With best regards,

Split, 12.11.2021.

For the BUYER	**For the SELLER**
BIS d.d.	**SARC**

SARC
MARITIME SOFTWARE AND SERVICES
SARC B.V.
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Internet: https://www.sarc.nl

SARC
MARITIME SOFTWARE AND SERVICES

INVOICE

Brinklaan 109 A11
1404 GA Bussum
The Netherlands

+31 (0)85 040 90 40
www.sarc.nl
sarc@sarc.nl

Chamber of Commerce: 32060262
BIC (SWIFT): ABNANL2A
IBAN: NL57ABNA0485667282
VAT: NL804621500B01

Brodosplit
Put Suplava 21
21000 Split
Croatia

VAT No.: HR 18556905592

Invoice no.: 21/136 **Invoice date:** July 16,2021 **Final payment date:** August 15,2021

Your reference: Quotation 202101000006 / **ORDER No. 491599**
SARC Project no.: 4488
Subject: LOCOPIAS Janssonius NB485 (1/2)

Input of ship data

Quantity	Product code	Description	Amount	Total
1,00	-	Adjust PIAS files Hondius according to stability differences	€ 1.350,00	€ 1.350,00
			Subtotal:	€ 1.350,00

LOCOPIAS

Quantity	Product code	Description	Amount	Total
1,00	LP02	Intact stability and longitudinal strength	€ 5.712,00	€ 5.712,00
1,00	LP04	Damage stability (Intact stability required)	€ 2.940,00	€ 2.940,00
1,00	LP20	Tank data reading	€ 2.370,00	€ 2.370,00
			Subtotal:	€ 11.022,00

LOCOPIAS optional

Quantity	Product code	Description	Amount	Total
1,00	LP17	Damage control	€ 1.185,00	€ 1.185,00
1,00	LP11	Cargo weight (Draft Survey)	€ 520,00	€ 520,00
			Subtotal:	€ 1.705,00

Hardware

Quantity	Product code	Description	Amount	Total
1,00	-	PC + 24" Monitor + UPS500VA + USB Laserjet Printer	€ 1.500,00	€ 1.500,00
1,00	-	Mariner Kit Monitor (desk mount) + Mariner Kit PC (hor. or vert.)	€ 1.500,00	€ 1.500,00
			Subtotal:	€ 3.000,00

Miscellaneous

Quantity	Product code	Description	Amount	Total
1,00	-	50% invoice	€ -8.538,50	€ -8.538,50
			Subtotal:	€ -8.538,50

Total amount excl. VAT	**€ 8.538,50**
VAT 0% over € 8.538,50	**€ 0,00**

INVOICE

Total	**€ 8.538,50**

Please transfer the above amount to our account within 30 days, mentioning the invoice number 21/136. If the payment deadline is exceeded, we are entitled to take action for recovery, the costs of which will be at your expense. We are also entitled to charge you an interest of at least 1% per month.
If you have any questions or comments regarding this invoice, please send an e-mail to finance@sarc.nl.

SARC

MARITIME SOFTWARE AND SERVICES

INVOICE

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Brodosplit
Put Supavla 21
21000 Split
Croatia

VAT No.: HR 18556905592

Invoice no.: 21/054 **Invoice date:** March 12,2021 **Final payment date:** April 11,2021

Your reference: Quotation 201911000002 / **Order No. OW1-491207**
SARC Project no.: 4332
Subject: LOCOPIAS Ultramarine Yardnr 487 (2/2)

LOCOPIAS

Quantity	Product code	Description	Amount	Total
1,00	-	Input ship data (50% of € 4.890,00)	€ 2.445,00	€ 2.445,00
1,00	LP02	Intact stability and longitudinal strength (50% of € 9.290,00)	€ 4.645,00	€ 4.645,00
1,00	LP04	Damage stability (50% of € 4.780,00)	€ 2.390,00	€ 2.390,00
1,00	LP21	Tank data reading (50% of € 4.850,00)	€ 2.425,00	€ 2.425,00
1,00	-	Type 4: "Safe Return to Port" module (50% of € 3.500,00)	€ 1.750,00	€ 1.750,00
1,00	-	10% discount for software	€ -1.356,50	€ -1.356,50
			Subtotal:	€ 12.298,50

Hardware

Quantity	Product code	Description	Amount	Total
1,00	-	Mariner Kit Monitor (desk mount) + Mariner Kit PC (hor. or vert.) (50% of € 1.500,00)	€ 750,00	€ 750,00
1,00	-	PC + 23" Monitor + UPS500VA + USB Laserjet Printer (50% of € 1.500,00)	€ 750,00	€ 750,00
			Subtotal:	€ 1.500,00

Total amount excl. VAT	**€ 13.798,50**
VAT 0% over € 13.798,50	**€ 0,00**
Total	**€ 13.798,50**

Please transfer the above amount to our account **within 30 days**, mentioning the invoice number 21/054. If the payment deadline is exceeded, we are entitled to take action for recovery, the costs of which will be at your expense. We are also entitled to charge you an interest of at least 1% per month.
If you have any questions or comments regarding this invoice, please send an e-mail to finance@sarc.nl.

From: SARC <sarc@sarc.nl>
Sent: Tuesday, June 3, 2025 5:20 PM
To: PRIJAVA-TRAZBINE <prijavatrazbine@fina.hr>
Cc: Davorka <davorka@odvjetnica-huljev.hr>
Subject: Prijava tražbine predmet St-1035/2025

Some people who received this message don't often get email from sarc@sarc.nl. Learn why this is important

Poštovani,

Za broj predmeta St-1035/2025 na Trgovačkom sudu u Zagrebu prijavljujemo tražbine prema priloženom obrazcu 3.

U privitku i prateća dokumentacija. Molimo Vas za potvrdu dostatnosti dostavljenih dokumenata.

Met vriendelijke groeten / Kind regards,

Jure Bebic

SARC BV
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1404 JD Bussum
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