

Obrazac 3. – Form No. 3

FINANCIJSKA AGENCIJA – FINANCIAL AGENCY

OIB: 85821130368

Ulica grada Vukovara 70, Zagreb

(adresa nadležne jedinice – adress of the competent unit)

FINANCIJSKA AGENCIJA
ODJEL PISARNICE - ZAGREB 1

14 -08- 2017

PREDSTEČAJNE NAGODBE
PRIMANJE I OTPREMA POŠTE
KLASA
DR. BROJ

Nadležni trgovački sud – Competent Commercial Court Zagreb

Poslovni broj spisa – Case number ST-2021/17

**PRIJAVA TRAZBINE VJEROVNIKA U PREDSTEČAJNOM POSTUPKU
APPLICATION OF CREDITOR'S CLAIM IN THE PRE-BANKRUPTCY PROCEDURE**

PODACI O VJEROVNIKU – CREDITOR'S DATA:

Ime i prezime / tvrtka ili naziv – Name and surname / Company's name _____

Martin Braun Backmittel- und Essenzen KG _____

OIB _____

Adresa / sjedište – Adress / headquarter

Tillystrasse17, 30459 Hannover, Gemany

PODACI O DUŽNIKU – DEBTOR'S DATA:

Ime i prezime / tvrtka ili naziv - Name and surname / Company's or name _____

Granolio d.d.

OIB _____

Adresa / sjedište - Adress / headquarter

Budmanijeva 5, 10000 Zagreb

PODACI O TRAZBINI – DATA ON CLAIM:

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) – Legal basis of the claim (ex: contract, court's or some other authorised body's decision, if there is an ongoing court proceeding, information on the case number and the court in question)

Iznos dospjele tražbine – Amount of the due claim

15.555,75 EUR (kn)

Glavnica – Principal _____ (kn – Croatian kuna)

Kamate - Interests _____ (kn – Croatian kuna)

Iznos tražbine koja dospijeva nakon otvaranja predstečajnog postupka – Amount of the claim becoming due after the opening of the pre-bankruptcy procedure 15.555,75 EUR

(kn – Croatian kuna)

Dokaz o postojanju tražbine (npr. račun, izvadak iz poslovnih knjiga) – proof of the existence of the claim (ex: invoice, extract of business books)

invoice **903453107, 903453108, 903453110** _____

Vjerovnik raspolaže ovršnom ispravom DA / NE za iznos – The Creditor has an enforceable document YES / NO for the amount of _____ (kn – Croatian kuna)

Naziv ovršne isprave – Title of the enforceable document

PODACI O RAZLUČNOM PRAVU – DATA ABOUT THE RIGHT TO SEPARATE SATISFACTION:

Pravna osnova razlučnog prava – Legal basis of the right to separate satisfaction:

Dio imovine na koji se odnosi razlučno pravo – Part of assets to which the right to separate satisfaction refers to:

Iznos tražbine – Amount of the claim _____ (kn – Croatian kuna)

Razlučni vjerovnik odriče se prava na odvojeno namirenje – The creditor with the right to separate satisfaction wave its right to separate satisfaction **ODRIČEM - WAVE / NE ODRIČEM – DO NOT WAIVE**

Razlučni vjerovnik pristaje da se odgodi namirenje iz predmeta na koji se odnosi njegovo razlučno pravo radi provedbe plana restrukturiranja – The creditor with the right to separate satisfaction agrees to postpone the satisfaction from the Part of assets to which the right to separate satisfaction refers to, in order for the restructuring plan to be implemented **PRISTAJEM - AGREE / NE PRISTAJEM – DO NOT AGREE**

PODACI O IZLUČNOM PRAVU – DATA ON RIGHT TO SEPARATION:

Pravna osnova izlučnog prava – Legal basis of the right to separation:

Dio imovine na koji se odnosi izlučno pravo - Part of assets to which the right to separation refers to

Izlučni vjerovnik pristaje da se izdvoji predmet na koji se odnosi njegovo izlučno pravo radi provedbe plana restrukturiranja - The creditor with the right to separation agrees to postpone the separation of the part of asset to which the right to separation refers to in order for the restructuring plan to be implemented **PRISTAJEM - AGREE / NE PRISTAJEM – DO NOT AGREE**

Mjesto i datum – Place and Date

Hannover, 08.07.2017 _____

Potpis vjerovnika – Creditor's signature

MARTIN BRAUN
Backmittel und Essenzen KG
Postfach 91 13 21 · 30433 Hannover
Tillystr. 17 · 30459 Hannover
Tel. 05 11 / 41 07 - 0



operating exports for
AGRANO BRAUN  **Siebin**

MARTIN BRAUN KG Postfach 911321 D-30433 Hannover

Company
 Company Granolio d.d.
 Budmanijeva 5
 10000 ZAGREB
 Croatia

Terms of delivery: FCA Dachser, Langenhagen
Our General Terms and Conditions apply

Commercial Invoice

Repeat printout

Inv. No./Date: 903453107 / 23.06.2017
 Order No./Date: PO15052017 / 15.05.2017
 Del. note no.: 83746957
 Date of execution: 21.06.2017
 Order number/Date: 3430402 / 15.05.2017
 Customer number: 91298
 Your VAT number: HR59064993527
 NL-No.: 41 Export

Pos.	Material No	Quantity	Unit	Article	Size	Net-price	Total net	VAT
010	3500008	16,0	CT	Fruit puree Pear William	5,0	4,95	EUR 396,00	
020	3500012	6,0	CT	Fruit puree Banana	5,0	4,70	EUR 141,00	
030	3500003	6,0	CT	Fruit puree Raspberry	5,0	6,96	EUR 208,80	
040	1406010	5,0	CT	AE Strawberry	10,0	6,85	EUR 342,50	
050	1598001	30,0	EC	AE Tiramisu	1,0	7,95	EUR 238,50	
060	1598008	5,0	CT	AE Tiramisu	8,0	7,55	EUR 302,00	
070	1366912	50,0	BJ	Covela	12,0	2,65	EUR 1.590,00	
080	1363812	25,0	BJ	Covela white	12,0	2,40	EUR 720,00	
090	1385015	39,0	MS	Frio, Cold Custard	15,0	2,15	EUR 1.257,75	
100	1636210	60,0	CT	Moregloss Chips, Dark Chocolate	10,0	2,85	EUR 1.710,00	
110	1541301	12,0	CX	Gold Sparkle	1,0	8,60	EUR 103,20	
120	1461015	10,0	MS	Biscoao, Chocolate Sponge Mix	15,0	1,52	EUR 228,00	
130	1422010	10,0	CT	AE Chocolate	10,0	4,20	EUR 420,00	
Total of amount							EUR 7.657,75	
VAT						0,00		
Invoice amount							EUR 7.657,75	

VAT-No.: DE 115774284
 Tax No.: 26/226/12006
 EORI No. DE2224879

Internet: <http://www.martinbraun.de>
 e-mail: info@martinbraun.de

Bank:
 HypoVereinsbank AG (BLZ 200 300 00)
 Acct. 622 934 081
 SWIFT-Code: HYVDE330
 IBAN: DE4020030000622934081

We deliver according to the General Terms and Conditions of Martin Braun as well as distribution agreements.

Company Granolio d.d.
Budmanijevo 5
10000 ZAGREB

Date/Doc. no.
23.06.2017 / 903453107

Page
2

Terms of Payment: Up to 22.08.2017 without deduction

EUR 7.657,75

BJ:=bucket; BO:=bottle; CA:= rect. can; CT:=carton; CX:=can; EC:=bag; MS:=sack; TB:=tub; 3H:=canister; NE: = loose

- RSPO Certificate Number CU-RSPO SCC-819669

Steuerfreie innergemeinschaftliche Lieferung / Tax free delivery within the EC

Bank:
HypoVereinsbank AG (BLZ 200 300 00)
Acc. 622 934 081
SWIFT-Code: HYVEDE3300
IBAN: DE40200300000622934081

VAT-No.: DE 115774284
Tax NO.: 26/226/12006
EORI No. DE2224879

Internet: <http://www.martinbraun.de>
e-mail: info@martinbraun.de

AGRANO - BRAUN - CRESCO ITALIA - SIEBIN
Export operated by
MARTIN BRAUN
Backmittel und Essenzen KG

We deliver according to the General Terms and Conditions of Martin Braun as well as distribution agreements.



operating exports for
AGRANO BRAUN  **Siebin**

MARTIN-BRAUN-KG-Postfach-911321-D-30433-Hannover

Company
 Company Granolio d.d.
 Budmanijeva 5
 10000 ZAGREB
 Croatia

Terms of delivery: FCA Dachser, Langenhagen
Our General Terms and Conditions apply

Commercial Invoice

Repeat printout

Inv. No./Date: 903453108 / 23.06.2017
 Order No./Date: PO15052017 / 15.05.2017
 Del. note no.: 83746957
 Date of execution: 21.06.2017
 Order number/Date: 3430359 / 15.05.2017
 Customer number: 91298
 Your VAT number: HR59064993527
 NL-No.: 41 Export

Pos.	Material No	Quantity	Unit	Article	Size	Net price	Total net	VAT
010	2823425	64,0	MS	Granopan PomPan	25,0	1,78 EUR	2.848,00	
020	2820225	124,0	MS	Granopan Maisano	25,0	1,60 EUR	4.960,00	
Total of amount						EUR	7.808,00	
VAT						0,00		
Invoice amount						EUR	7.808,00	

Terms of Payment: Up to 22.08.2017 without deduction

BJ:=bucket; BO:=bottle; CA:= rect. can; CT:=carton; CX:=can; EC:=bag; MS:=sack; TB:=tub; 3H:=canister; NE: = loose

- RSPO Certificate Number CU-RSPO SCC-819669

Steuerfreie innergemeinschaftliche Lieferung / Tax free delivery within the EC

Bank:
 HypoVereinsbank AG (BLZ 200 300 00)
 Acc: 622 934 081
 SWIFT-Code: HYVEDE33
 IBAN: DE40200300000622934081

VAT-No.: DE 115774284
 Tax NO.: 267226/12006
 EORI No. DE2224879

Internet: <http://www.martinbraun.de>
 e-mail: info@martinbraun.de
 We deliver according to the General Terms and Conditions of Martin Braun as well as distribution agreements.

AGRANO - BRAUN - CRESCO ITALIA - SIEBIN
 Export operated by
MARTIN BRAUN
 Backmittel und Essenzen KG



MARTIN-BRAUN-KG-Postfach-911321-D-30433-Hannover

Company

Company Granolio d.d.

Budmanijeva 5

10000 ZAGREB

Croatia

Terms of delivery: FCA Dachser, Langenhagen
Our General Terms and Conditions apply

Commercial Invoice

Repeat printout

Inv. No./Date: 903453110 / 26.06.2017

Order No./Date: Palletinvoice / 23.06.2017

Order number/Date: 3447427 / 23.06.2017

Customer number: 91298

Your VAT number: HRS9084993527

NL-No.: 41 Export

Pos.	Material No	Quantity	Unit	Article	Size	Net price	Total.net	VAT
010	1999401	12,0	NE	Paletten	1,0	7,50	90,00	EUR

Total of amount

VAT

Invoice amount

0,0

90,00

0,00

EUR

EUR

EUR

Terms of Payment: Up to 25.08.2017 without deduction

BJ:=bucket; B0:=bottle; CA:= rect. can; CT:=carton; CX:=can; EC:=bag; MS:=sack; TB:=tub; 3H:=canister; NE: = loose

- RSPO Certificate Number CU-RSPO SCC-819669

Steuerfreie innergemeinschaftliche Lieferung / Tax free delivery within the EC

Bank:
HypoVereinsbank AG (BLZ 200 300 00)
Acc. 622 934 081
SWIFT-Code: HYVEDE33
IBAN: DE40200300000622934081

Internet: <http://www.martinbraun.de>
e-mail: info@martinbraun.de

VAT-No.: DE 115774284
Tax NO.: 26226/12006
EORI No. DE2224879

We deliver according to the General Terms and Conditions of Martin Braun as well as distribution agreements.

AGRANO - BRAUN - CRESCO ITALIA - SIEBIN
Export operated by
MARTIN BRAUN
Backmittel und Essenzen KG

Distribution Agreement

This DISTRIBUTION AGREEMENT (the "Agreement"), valid from 1st of June 2012 is made and entered into by and between

MARTIN BRAUN
Backmittel und Essenzen KG
Tillystraße 17
30459 Hannover
GERMANY

(hereinafter "BRAUN")

and

GRANOLIO d.d.
Budmanijeva 5
10000 Zagreb
Croatia

(hereinafter "Distributor")

WHEREAS, BRAUN is manufacturing products under the brand "AGRANO" for the bakery and pastry trade, the food industry and the food service industry and is owning various trademarks and is holding an important position in the relevant market in Germany;

WHEREAS, Distributor is familiar with the bakery and pastry trade, the food industry and food service industry in the Territory and is owning a marketing and sales organization capable of distributing products to the relevant trade and industry in the Territory;

WHEREAS, Distributor desires to purchase products from BRAUN for distribution and BRAUN desires to encourage Distributor to pursue the purchase and distribution of "AGRANO"-products supplied by BRAUN.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and intending to be legally bound, BRAUN and Distributor (collectively also referred to as the "Parties") agree as follows.

1. Exclusive Distribution


- 1.1 BRAUN hereby grants to Distributor the right to distribute exclusively AGRANO branded products set forth in Annex A (the "Products") in the Territory. The Annex A is the full catalogue of AGRANO branded products in BRAUN's export.
- 1.2 BRAUN shall offer to Distributor any of its new AGRANO branded products for distribution by Distributor. Upon BRAUN's offer of such new products, Distributor has the option to add such new products to the list enclosed to Annex A by giving a written notice to BRAUN within three (3) months after the date of receipt by Distributor of BRAUN's written notice and provided that Distributor purchases such new products for distribution during the subsequent term of the Agreement.
- 1.3 Distributor shall use its best efforts to advertise, promote and sell the products to the bakery and pastry trade, the food industry and food service industry in the Territory; and Distributor shall establish and maintain a marketing and sales organization capable of performing such activities.
- 1.4 Distributor shall have the right to appoint sub-distributors in the Territory.

2. Territory

- 2.1 The "Territory" shall mean the territory of **CROATIA**.
- 2.2 Distributor shall not, directly, actively for itself or as an agent of or on behalf of or in connection with any person, firm, association or corporation, advertise, promote or sell products outside the Territory.

3. Sale and Purchase

- 3.1 BRAUN shall manufacture, sell and deliver to Distributor products in accordance with Distributor's purchase orders.



3.2 Distributor shall advertise, promote and sell the products purchased from BRAUN in Distributor's own name and for its own account. Distributor is not the agent of BRAUN for its AGRANO branded products; and Distributor has therefore no power to bind or make commitments on behalf of BRAUN. Distributor shall not represent to third parties that it is the joint venture or agent of BRAUN or has any power to make contracts on behalf of BRAUN. Distributor is however allowed to declare itself as authorized distributor of AGRANO products in the Territory.

4. **Cooperation**

4.1 Distributor shall use its best efforts to distribute the products as set forth in paragraph 1.1 of this Agreement. Distributor shall report to BRAUN its marketing and sales activities, market trends and where possible and necessary the general market situation and business situation of other participants in the market of the Territory. This reporting takes place once per year in preparation for the planning period of the subsequent year.

4.2 BRAUN shall render assistance to Distributor's marketing activities in the Territory by providing product information, technical information and recipes and photowork from its sources. Title to such information, materials and data shall not pass to Distributor and BRAUN may demand the return in the event of any termination of this Agreement.

4.3 Distributor shall use its best efforts to present and promote the products to all potential customers it has access to.

4.4 Provided that Distributor informs and will inform BRAUN in due course on the law relating to the products and any other requirement of any administration or agency applicable to the products in the Territory, BRAUN shall manufacture, sell and deliver products in accordance with such law and other requirements provided that the quantities are sufficient for economical production.



5. Trademarks

5.1 During the term of this Agreement, Distributor may use any of AGRANO trademarks registered in the Territory, if any, disclosed to Distributor in advertising, promoting, offering, selling and distributing the products only; however, Distributor's use of AGRANO trademarks is limited to and has to be connected and related with the products and none of AGRANO trademarks shall be used in describing, marking, labeling or characterizing Distributor's business, enterprise and/or store. The list of trademarks registered in the Territory at the time of conclusion of this Agreement is attached to this Agreement as its Annex E.

5.2 All uses by Distributor of AGRANO trademarks shall be for the benefit of BRAUN.

5.3 No representation or warranty, whether express or implied, is made that AGRANO trademarks registered in the Territory may be used without encumbrances or without infringing and/or violating third parties' rights. During the term of this Agreement, BRAUN shall, in the sole discretion of BRAUN, prosecute, maintain and/or enforce AGRANO trademarks and trademark applications in the Territory. BRAUN warrants that to the best of its knowledge there are no such third party's rights or encumbrances with respect to trademarks listed in Annex E.

5.4 After termination of this Agreement, Distributor shall not use BRAUN's trademarks for AGRANO or any mark confusingly similar thereto.

6. Competition

6.1 During the term of this Agreement and, unless BRAUN does express its waiver in writing, not to be unreasonably withheld, Distributor shall not, directly or indirectly, actively or inactively, for itself or as an agent of or on behalf of or in connection with any person, firm, association or corporation, distribute, sell or assist the distribution and/or sale of such products actually or potentially in competition with AGRANO products in the Territory.



- 6.2 Paragraph 6.1 shall not be applicable to Distributor's assortment of products/product groups, like sugar, fillings, food preparations, savory fillings and chocolate, distributed prior to the commencement of this Agreement and all such products, if any, are listed in Annex B.

7. **Warehousing**

Distributor shall maintain adequate sales and warehousing facilities and sufficient stock of all products to fill continuously orders received.

8. **Purchase Price and Terms of Delivery**

- 8.1 BRAUN shall sell and Distributor shall purchase the products in accordance with BRAUN's applicable price-list. BRAUN's actual price-list for AGRANO branded products is included in Annex C attached hereto and part hereof. BRAUN shall invoice all prices in EURO.

- 8.2 BRAUN shall announce changes in its price-list with three (3) month's notice. Subsequently such new price-list shall be deemed part of this Agreement.

In case of any unusual and extreme changes in costs of raw material or other unusual changes in the costs, BRAUN is entitled to change its prices exceptionally with four (4) week's notice only.

- 8.3 The purchase prices set forth in BRAUN's price-lists do not include freight. All prices shall be FCA Dachser Langenhagen, packing included, via carrier selected by BRAUN, unless Distributor nominates a carrier when providing the cost. Any prepayment by BRAUN for freight or other charges shall be for the account of Distributor and shall be shown specified in the final amount of invoice and be repaid by Distributor. The delivery time is generally fixed with twenty (20) working days, however in detail to be agreed and confirmed by each order confirmation in writing.

- 8.4 BRAUN is liable towards Distributor for damages suffered due to delay or delivery of faulty goods according to its standard business conditions. The Parties may agree in writing on a case to case basis that BRAUN will also be liable for damages, costs,



expenses or penalties Distributor has to pay to its customers, in any case only if such damages, costs, expenses or penalties are a result of delay in expressly agreed delivery time or faulty goods delivered by BRAUN to Distributor.

8.5 Unless otherwise agreed between the Parties, BRAUN's standard business conditions, a copy of its actual version is enclosed in **Annex D** attached hereto and part hereof, shall be applicable to BRAUN's sales and deliveries to Distributor. In case of BRAUN's standard business conditions change, the new version will become part of this Agreement after the approval by the Distributor. In case of any discrepancy between the standard business conditions and this Agreement, the terms of this Agreement shall take precedence.

8.6 Payment of invoice value has to be made net according to amount shown on the commercial invoice without any deduction of local expenses, charges, postage or other cost within sixty (60) days after date of invoice to arrive on BRAUN bank account shown on the invoice. The invoices are issued not more than two (2) days before the date of departure of goods.

8.7 For the avoidance of misunderstanding, the Distributor's liability for damages toward BRAUN is limited to damage in case of intent or damage caused by gross negligence on the side of the Distributor, unless otherwise agreed in writing on a case to case basis.

9. **Sales Prices**

Distributor shall independently determine the price for the products charged in sales to its customers in the Territory.

10. **Entire Agreement; Modification**

This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof, and there are no other terms or conditions, written or oral, express or implied. No modification or waiver of any provision of this Agreement shall be valid unless made in writing and signed by both Parties.



11. Governing Laws

The validity and interpretation of this Agreement and the rights and obligations of the Parties including the Parties' sales and purchases pursuant to this Agreement shall be governed by the laws of the Republic of Austria including the United Nations Convention on the International Sale of Goods (Vienna 1980). Any controversy arising out of this Agreement or the breach thereof shall be resolved if possible by negotiations of the parties. If negotiations do not resolve the controversy or claim by one of the parties to the other, the parties shall submit the claim or controversy to arbitration under the Rules of Arbitration of the International Chamber of Commerce of Vienna/Austria. The International Chamber of Commerce of Vienna may under its rules appoint one or more arbitrators to solve the dispute. Venue shall be Vienna/Austria. Language of arbitration procedure shall be English.

12. Term

The term of this Agreement shall commence on the date of the execution of the Agreement and this Agreement shall only be concluded for a probationary period of twenty four (24) subsequent calendar months, unless sooner terminated as provided for in Clause 13 of this Agreement. After the expiry of those twenty four (24) subsequent calendar months, this Agreement shall be continued for an unlimited period, unless sooner terminated (i) by either of the Parties without cause upon six (6) months notice in writing prior to the end of a calendar month or (ii) as provided for in Clause 13 of this Agreement. If the validity of this Agreement is subject to the approval or permit of any government, agency or public authority, the term shall commence on the day when such approval or permit is given.

13. Termination Rights

13.1 This Agreement may be terminated:

By either of the Parties for good cause with immediate effect upon notice in writing to the other party, including but not limited to, if

- the other party fails to perform any of its obligations under this Agreement or - whatever the reason may be - is unable to perform any of its obligations and - upon written notice of the party entitled to terminate this Agreement does not perform its obligations within

an additional period of sixty (60) days;

- the other party files a petition in bankruptcy or arrangement proceeding or commences a voluntary liquidation.

13.2 This Agreement may be terminated:

By BRAUN, upon three (3) months notice, at any time within three (3) months after the merger or acquisition of control of Distributor with or by any third company, entity or person which is actually or potentially in competition to the business of BRAUN or any of its subsidiaries or affiliated companies within the baking industry; Distributor shall give a notice in writing on such merger or acquisition of control in due course, however, in the event of a failure to give such notice in due course,

- a) the right to terminate the Agreement pursuant to this provision shall not be barred and
- b) the running of the aforementioned period of three (3) months after the merger or acquisition of control shall be suspended until the notice is given and such period shall not expire. The term "control" shall mean ownership of 50 % or more of all voting interests or rights.

13.3 The notice of termination shall be in writing and shall be delivered by registered mail; and such notice shall be deemed to have been delivered to the other party if mailed to the address set forth hereinabove or such other address as shall have been designated in writing, even though an attempt to deliver was not successful but a notice of the attempted delivery has been left at such address.

13.4 Protection clause

If one of the parties terminate the contract with the other party, the party which terminate the contract will be legally bound to the exclusivity of this contract until the expiry date and termination date, whichever later. The party which receives the termination, however, will be entitled to start its new activities three (3) months before the expiry date/termination date, whichever later, in order to guarantee an uninterrupted service to the market.

13.5 Stock

In case of expiry of this Agreement or its early termination in accordance with paragraphs 12 and 13 of this Agreement, the Distributor is entitled to distribute the



remaining stocks of the products in the Territory, unless BRAUN takes over the said stock at conditions to be agreed between the two parties.

14. Confidentiality

Any information disclosed by either of the Parties to the other pursuant to the terms of the Agreement shall be deemed to be in confidential information of the disclosing party and shall not be used, divulged, disclosed to others, published or otherwise revealed by the other party either directly or through another, during the term of this Agreement and for five (5) years following termination hereof, except as permitted by this Agreement or to the extent that any part of the confidential information

- a) is in the public domain or will be in the public domain other than by reason of such party's disclosure,
- b) is or has been disclosed by the party to a third party without restriction,
- c) is already in the possession of the other party, without restriction and prior to disclosure of information hereunder,
- d) is or has been lawfully disclosed by a third party to one of the Parties without an obligation of confidentiality, or
- e) is developed by the other party independently without breach of this Agreement.

15. Survival

Paragraphs 5.4 and 15 shall survive any termination of this Agreement.

16. Force Majeure

A party is not liable for a failure to perform any of its obligations, if it proves that the failure was due to an impediment beyond its control (including but not limited to any case of force majeure, e. g. fires, floods, strikes, exchange restrictions and other events or conditions beyond the reasonable control of a party). The exemption provided by this paragraph has effect only for the period during which the impediment exists.



The party who fails to perform due to the aforementioned impediment shall give notice to the other party of the impediment and its effect. The party who fails to perform shall take such measures as are reasonable in the circumstances to limit the effects of the impediment and shall inform the other party of the measures, if so requested.

17. Severability

If any actual or future provision or part of a provision of this Agreement shall be determined to be invalid or unenforceable in whole or in part, for any reason at present or future, such invalidity or unenforceability shall not affect the enforceability of any of the remaining provisions hereof; the same shall apply, if the Agreement proves to be incomplete; and this Agreement shall, to the fullest extent lawful be construed as if such unenforceable provision, or part of a provision, had never been contained herein, and such provision or part reformed so that it would be enforceable to the maximum extent legally possible, thereby reflecting the Parties' intentions at the time of the conclusion of this Agreement or in case of a provision inserted subsequently, at the time of such subsequent amendment.

18. Titles

The titles to the paragraphs of this Agreement are for convenience only and do not in any way limit or amplify the terms and conditions of this Agreement.


THE PARTIES declare by their signatures hereunder that the terms of this Agreement have been completely read, have been fully understood and have been voluntarily accepted.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the day and year first hereinabove written.



19. This contract is issued in two original signed copies.

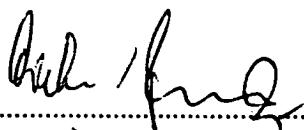
MARTIN BRAUN
Backmittel und Essenzen KG



.....
(Signature)

Name: Dr. Detlev Krüger

Title: General Manager



.....
(Signature)

Name: Dietmar von Gradowski

Title: Director Sales International

GRANOLIO d.d.



.....
(Signature)

Name: Hrvoje Filipović

Title: President of the Board

ZP. 11. 2014.



Granolio

d.d., Budmanjeva 5
Zagreb

4

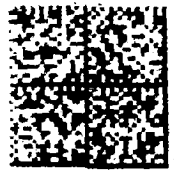


Applicable Annexes:

- o A AGRANO catalogue**
- o B current assortment of distributor**
- o C AGRANO price-list**
- o D General Terms and Conditions**
- o E List of registered Trademarks in the Territory**
- o F BRAUN's General Liability including products liability insurance (copy)**



Deutsche
FRANKIT 3
08.08.17 10
Brief
P.P./PRIORITY



BRAUN

FINANCIJSKA AGENCIJA
ODJEL FISCARNICE - ZAGREB 1
14-08-2017
PRIDSTCAUNE NAGODE
PRILAZITE I STRANMA POSTE

PRIORITY
PRIORITAIRE / LUFTPOST

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