

Obrazac 3.

FINANCIJSKA AGENCIJA

OIB: 85821130368

RC Zagreb

Ulica grada Vukovara 70

10000 Zagreb

FINANCIJSKA AGENCIJA

ODJEL PISARNICE - ZAGREB 1

03 -07- 2017

PREDSTEČAJNE NAGODBE
PRIMANJE I OTPREMA POŠTE

KLASA
UR. BROJ

Nadležni trgovački sud : Trgovački sud u Zagrebu

Poslovni broj spisa: St-1719/17

PRIJAVA TRAŽBINE VJEROVNIKA U PREDSTEČAJNOM POSTUPKU

PODACI O VJEROVNIKU:

Ime i prezime / tvrtka ili naziv: PHILIPS LIGHTING ROMANIA SRL

OIB: /

Adresa / sjedište: Str. Barbu Vacarescu, 301-311, Cladire Lakeview, etaj 9, sector 2, Bukurešt, Rumunjska

PODACI O DUŽNIKU:

Ime i prezime / tvrtka ili naziv: AWT INTERNATIONAL Trgovina i usluge, d.o.o.

OIB: 57159149897

Adresa / sjedište: Slavonska avenija 52/a, Zagreb

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)

- Distribution Agreement no. LI/HR/DTB/016/2016 od 18. travnja 2016. godine;
- Additional Act to Distribution Agreement no. LI/HR/DTB/016/2016 od 5. siječnja 2016. godine;
- General partner condition sheet 2016, i
- Partner general condition sheet 2017

Iznos dospjele tražbine _____ (kn)

Glavnica _____ (kn)

Kamate _____ (kn)

Iznos tražbine koja dopijeva nakon otvaranja predstečajnog postupka: 7.332,90 EUR, što prema srednjem tečaju Hrvatske narodne banke na dan otvaranja predstečajnog postupka iznosi 54.292,79 (kn)

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

Izvadak iz poslovnih knjiga na dan 29. lipanj 2017. godine;

Račun/Invoice broj 9956122010 od 3. svibnja 2017. godine, i
Račun/Invoice broj 9956122538 od 17. svibnja 2017. godine

Vjerovnik raspolaže ovršnom ispravom 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, 29. lipanj 2017. godine

Potpis vjerovnika

ODVJETNIČKO DRUŠTVO
KOVAČEVIĆ PRPIĆ SIMEUNOVIĆ
Zagreb, Ulica Augusta Šenoae 1

ODVJETNIK
DANIJELA SIMEUNOVIĆ
Zagreb, Ulica Augusta Šenoae 1

POWER OF ATTORNEY	PUNOMOĆ
<p>We, PHILIPS LIGHTING ROMANIA S.R.L., with registered seat in Bucharest, 301-311, Barbu Vacarescu Blvd. The Lakeview Office Building, 9/1 Floor, room no.1, 2nd District, represented by [Bogdan Balaci and Roxana-Ariadna Ciocanaù], managing directors</p>	<p>Mi, PHILIPS LIGHTING ROMANIA S.R.L., sa sjedištem u Bukureštu, na adresi 301-311, Barbu Vacarescu Blvd. The Lakeview Office Building, 9/1 Floor, room no.1, 2nd District, koje zastupaju [Bogdan Balaci i Roxana-Ariadna Ciocanaù], direktori</p>
<p>hereby appoint and authorise the attorneys at law of the law firm Kovačević Prpić Simeunović Ltd., having its registered office in Zagreb, Šenoina 1, specifically:</p>	<p>ovime ovlašćujemo i opunomoćujemo odvjetnice iz odvjetničkog društva Kovačević Prpić Simeunović d.o.o., sa sjedištem u Zagrebu, Šenoina 1, i to:</p>
<p style="text-align: center;">Dinka Kovačević, Martina Prpić and Danijela Simeunović,</p>	<p style="text-align: center;">Dinka Kovačević, Martina Prpić i Danijela Simeunović,</p>
<p>each individually (the "Attorney"), to represent us,</p>	<p>svaku zasebno ("Punomoćnica"), da nas zastupaju,</p>
<p>in the pre-bankruptcy proceedings against AWT INTERNATIONAL Trgovina i usluge, d.o.o., Zagreb, Slavonska avenija 52/a, OIB: 57159149897, initiated by the decision of Commercial court in Zagreb No. St-1719/17, dated 14 June 2017.</p>	<p>u predstečajnom postupku nad društvom AWT INTERNATIONAL Trgovina i usluge, d.o.o., Zagreb, Slavonska avenija 52/a, OIB: 57159149897, pokrenutom rješenjem Trgovačkog suda u Zagrebu broj St-1719/17, od dana 14. lipnja 2017. godine.</p>
<p>We authorise the Attorneys to represent us in all our legal affairs before the court, out of court, and before other public bodies, and to undertake all legal actions before competent courts and other state bodies in the Republic of Croatia, which they deem necessary for the protection of our interests, accept settlement of monetary claims and issue confirmations thereof.</p>	<p>Ovlašćujemo Punomoćnice da nas zastupaju u svim našim pravnim poslovima pred sudom i izvan suda, kao i kod svih državnih tijela, te da u svrhu zaštite i ostvarenja naših interesa poduzmu sve pravne radnje koje ocijene potrebnim pred nadležnim sudovima i drugim državnim tijelima u Republici Hrvatskoj, prime ispunjenje novčane činidbe i da o tome izdaju potvrde.</p>
<p>In case the Attorneys are prevented from acting, we accept that they are replaced by:</p>	<p>U slučaju spriječenosti Punomoćnica, pristajemo da ih zamijene:</p>
<p>Ana Novaković, Tomislav Sadrić i Sandra Tomašković</p> <hr/> <hr/>	<p>Ana Novaković, Tomislav Sadrić i Sandra Tomašković</p> <hr/> <hr/>
<p>In case of dispute over legal fees we accept the competence of the court in Zagreb.</p>	<p>Za slučaj spora glede nagrade pristajemo na nadležnost suda u Zagrebu.</p>

In Bucharest, 29 June 2016 / U Bukureštu, 29. lipanj 2017.

Bogdan Balaci, Managing director/ direktor





Roxana-Ariadna Ciocanau, Managing director/ direktor

Ovjereni prijevod s engleskog jezika

/memorandum Philips Lighting Romania SRL/

AWT – Otvorene stavke na dan 29. lipnja 2017.:

Datum dokumenta	Datum dospijeća	Broj računa u dok. Valuta	Iznos u valuti dokumenta	Valuta dokumenta
3. svibnja 2017.	2. srpnja 2017.	9956122010	4.161,30	Euro
17. svibnja 2017.	16. srpnja 2017.	9956122538	3.171,60	Euro
			7.332,90	Euro

Philips Lighting Romania SRL
Roxana Ciocanau
Administrator

/vlastoručni potpis nečitak/

/pečat Philips Lighting Romania/

KRAJ OVJERENOG PRIJEVODA

Ja, Danijela Simeunović, stalna sudska tumačica za engleski i njemački jezik, imenovana rješenjem predsjednika Županijskog suda u Zagrebu broj 4 Su-742/12 od 13. srpnja 2012. potvrđujem da gornji prijevod potpuno odgovara izvorniku sastavljenom na engleskom jeziku.

Broj ovjere: 1/2017

U Zagrebu, 29. lipnja 2017.



PHILIPS

AWT open items as of 29.06.2017:


Document Date	Net due date	Invoice number	Amount in doc. curr.	Document currency
5/3/2017	7/2/2017	9956122010	4,161.30	EUR
5/17/2017	7/16/2017	9956122538	3,171.60	EUR
			7,332.90	EUR

Philips Lighting Romania SRL
Roxana Ciocanau
Administrator



Philips Lighting Romania SRL
Bd. Barbu Vacarescu 301-311,
The Lakeview Office Building,
9th floor, 020276, Bucharest, Romania
www.philips.ro



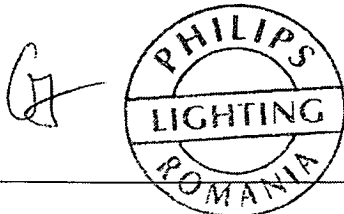
Invoice  PHILIPS LIGHTING ROMANIA SRL Str. Barbu Vacarescu, 301 -311 Sector 2, Bucuresti ROMANIA		Document Number 9956122538	Document Date 17.05.2017	Page 1/2
				Currency EUR
		Our VAT number RO34715280		
Invoice To 38500380 AWT INTERNATIONAL d.o.o. Slavonska avenija 52/a 10000 ZAGREB CROATIA		Ship To 38500380 AWT INTERNATIONAL d.o.o. Slavonska avenija 52/a 10000 ZAGREB CROATIA		
Additional Information Delivery date: 22.05.2017 Your Tax Number HR57159149897 Cust. Service Contact Natasa Subasic Phone: 1 3033 748 Fax: 1 3033 774 Email: natasa.subasic@philips.com Account Manager: Damir Turkalj		Gross Weight: 197,595 KG Net Weight: 125,789 KG Volume: 2,238 M3 Terms of payment: Up to 16.07.2017 without deduction Terms of delivery: Carriage and insurance paid to ZAGREB		
Item	Material	Quantity	Net Price / Unit	Amount
1	925693044272 Halogen 42W E27 230V A55 1CT/15 SRP EOC: 25171506 EAN: 8727900251715 AG: 0577 Country of Origin: PL HS: 85392192	990 PCE	0,59 / 1 PCE	584,10
	Net weight: 25,542 KG PO: PO 12/2017	Gross weight: 40,590 KG SO: 1016729043/10	Output Tax Volume: 1,041 M3 DN: 2028781368/900001	0,00
2	925693144250 Halogen 53W E27 230V A55 1CT/15 SRP EOC: 25172205 EAN: 8727900251722 AG: 0577 Country of Origin: PL HS: 85392192	990 PCE	0,59 / 1 PCE	584,10
	Net weight: 25,542 KG PO: PO 12/2017	Gross weight: 40,590 KG SO: 1016729043/20	Output Tax Volume: 0,338 M3 DN: 2028781368/900002	0,00
3	925699244255 Halogen 70W E27 230V A55 1CT/15 SRP EOC: 25225506 EAN: 8727900252255 AG: 0577 Country of Origin: PL HS: 85392192	990 PCE	0,59 / 1 PCE	584,10
	Net weight: 25,542 KG	Gross weight: 40,590 KG	Output Tax Volume: 0,320 M3	0,00
		PHILIPS LIGHTING ROMANIA SRL Cod TVA: RO34715280 Sediul: Str. Barbu Vacarescu, 301 -311 Cladire Lakeview, etaj 9 Sector 2, Bucuresti Banca: CITIBANK EUROPE PLC, Dublin Sucursala Romania Cont EUR: RO22CITI0000000724421016		

Invoice PHILIPS LIGHTING ROMANIA SRL Str. Barbu Vacarescu, 301 -311 Sector 2, Bucuresti ROMANIA	<h1>PHILIPS</h1>	Document Number 9956122538	Document Date 17.05.2017	Page 2/2
				Currency EUR
	Our VAT number RO34715280			

Item	Material	Quantity	Net Price / Unit	Amount
	PO: PO 12/2017 SO: 1016729043/30 DN: 2028781368/900003			
4	925701044217	990 PCE	0,59 / 1 PCE	584,10
X	Halogen 105W E27 230V A55 1CT/15 SRP EOC: 25226200 EAN: 8727900252262 Country of Origin: PL AG: 0577 HS: 85392192			
	Net weight: 25,542 KG Gross weight: 40,590 KG Volume: 0,336 M3 PO: PO 12/2017 SO: 1016729043/40 DN: 2028781368/900004			0,00
5	925639644261	720 PCE	0,64 / 1 PCE	460,80
X	Halogen 28W E14 230V B35 1CT/15 SRP EOC: 25265106 EAN: 8727900252651 Country of Origin: PL AG: 0583 HS: 85392192			
	Net weight: 13,032 KG Gross weight: 19,440 KG Volume: 0,104 M3 PO: PO 12/2017 SO: 1016729043/50 DN: 2028781368/900005			0,00
6	925646344240	585 PCE	0,64 / 1 PCE	374,40
X	Halogen 42W E14 230V B35 1CT/15 SRP EOC: 82058402 EAN: 8727900820584 Country of Origin: PL AG: 0583 HS: 85392192			
	Net weight: 10,589 KG Gross weight: 15,795 KG Volume: 0,099 M3 PO: PO 12/2017 SO: 1016729043/60 DN: 2028781368/900006			0,00

Subtotal net value	3.171,60
VAT Amount	0,00
Invoice Amount	3.171,60
THREE THOUSAND ONE HUNDRED SEVENTY-ONE Euro SIXTY	

Livrari intracomunitare de bunuri scultite efectuate in cadrul unei operatiuni triunghiulare. Persoana obligata la plata TVA este beneficiarul livrarii / Intra-community deliveries of goods, exempted during a triangular operation. The person obliged to pay VAT is the beneficiary. The exporter of the products covered by this document (Customs Authorization No. RO/DRVB/025) declares that, except where otherwise clearly indicated, these products are of EU preferential origin (products that are of preferential origin are marked X)



PHILIPS LIGHTING ROMANIA SRL
 Cod TVA: RO34715280
 Sediul: Str. Barbu Vacarescu, 301 -311
 Cladire Lakeview, etaj 9
 Sector 2, Bucuresti
 Banca: CITIBANK EUROPE PLC, Dublin
 Sucursala Romania
 Cont EUR: RO22CITI0000000724421016

Invoice		PHILIPS		Document Number 9956122010	Document Date 03.05.2017	Page 1/2
PHILIPS LIGHTING ROMANIA SRL Str. Barbu Vacarescu, 301 -311 Sector 2, Bucuresti ROMANIA						Currency EUR
				Our VAT number RO34715280		
Invoice To 38500380 AWT INTERNATIONAL d.o.o. Slavonska avenija 52/a 10000 ZAGREB CROATIA	Ship To 38500380 AWT INTERNATIONAL d.o.o. Slavonska avenija 52/a 10000 ZAGREB CROATIA					
Additional Information						
Delivery date:	08.05.2017	Gross Weight:	266,895 KG			
Your Tax Number	HR57159149897	Net Weight:	169,364 KG			
Cust. Service Contact	Natasa Subasic	Volume:	2,691 M3			
Phone:	1 3033 748	Terms of payment:	Up to 02.07.2017 without deduction			
Fax:	1 3033 774	Terms of delivery:	Carriage and insurance paid to ZAGREB			
Email:	natasa.subasic@philips.com					
Account Manager:	Damir Turkalj					
Item	Material	Quantity	Net Price / Unit	Amount		
1	925693044272 Halogen 42W E27 230V A55 1CT/15 SRP EOC: 25171506 EAN: 8727900251715 AG: 0577 Country of Origin: PL HS: 85392192	840 PCE	0,59 / 1 PCE	495,60		
	Net weight: 21,672 KG PO: 11-2017	Gross weight: 34,440 KG SO: 1016650056/10	Output Tax Volume: 0,883 M3 DN: 2028664063/900001	0,00		
2	925693144250 Halogen 53W E27 230V A55 1CT/15 SRP EOC: 25172205 EAN: 8727900251722 AG: 0577 Country of Origin: PL HS: 85392192	2.070 PCE	0,59 / 1 PCE	1.221,30		
	Net weight: 53,406 KG PO: 11-2017	Gross weight: 84,870 KG SO: 1016650056/20	Output Tax Volume: 0,707 M3 DN: 2028664063/900002	0,00		
3	925699244255 Halogen 70W E27 230V A55 1CT/15 SRP EOC: 25225506 EAN: 8727900252255 AG: 0577 Country of Origin: PL HS: 85392192	2.070 PCE	0,59 / 1 PCE	1.221,30		
	Net weight: 53,406 KG PO: 11-2017	Gross weight: 84,870 KG SO: 1016650056/30	Output Tax Volume: 0,669 M3 DN: 2028664063/900003	0,00		
		PHILIPS LIGHTING ROMANIA SRL Cod TVA: RO34715280 Sediul: Str. Barbu Vacarescu, 301 -311 Cladire Lakeview, etaj 9 Sector 2, Bucuresti Banca: CITIBANK EUROPE PLC, Dublin Sucursala Romania Cont EUR: RO22CITI0000000724421016				

Invoice

PHILIPS

PHILIPS LIGHTING ROMANIA
SRL
Str. Barbu Vacarescu, 301 -311
Sector 2, Bucuresti
ROMANIA

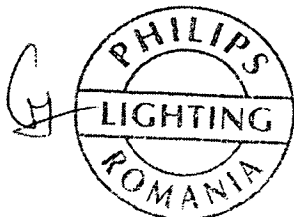
Document Number 9956122010	Document Date 03.05.2017	Page 2/2
		Currency EUR
Our VAT number RO34715280		

Item	Material	Quantity	Net Price / Unit	Amount
4 X	925701044217 Halogen 105W E27 230V A55 1CT/15 SRP EOC: 25226200 EAN: 8727900252262 AG: 0577 Country of Origin: PL HS: 85392192	690 PCE	0,59 / 1 PCE	407,10
	Net weight: 17,802 KG PO: 11-2017	Gross weight: 28,290 KG SO: 1016650056/40	Output Tax Volume: 0,234 M3 DN: 2028664063/900004	0,00
5 X	925639644261 Halogen 28W E14 230V B35 1CT/15 SRP EOC: 25265106 EAN: 8727900252651 AG: 0583 Country of Origin: PL HS: 85392192	705 PCE	0,64 / 1 PCE	451,20
	Net weight: 12,761 KG PO: 11-2017	Gross weight: 19,035 KG SO: 1016650056/50	Output Tax Volume: 0,102 M3 DN: 2028664063/900005	0,00
6 X	925646344240 Halogen 42W E14 230V B35 1CT/15 SRP EOC: 82058402 EAN: 8727900820584 AG: 0583 Country of Origin: PL HS: 85392192	570 PCE	0,64 / 1 PCE	364,80
	Net weight: 10,317 KG PO: 11-2017	Gross weight: 15,390 KG SO: 1016650056/60	Output Tax Volume: 0,096 M3 DN: 2028664063/900006	0,00

Subtotal net value 4.161,30
VAT Amount 0,00
Invoice Amount 4.161,30

FOUR THOUSAND ONE HUNDRED SIXTY ONE Euro THIRTY

Livrari intracomunitare de bunuri scutite efectuate in cadrul unei operatiuni triunghiulare. Persoana obligata la plata TVA este beneficiarul livrarii / Intra-community deliveries of goods, exempted during a triangular operation. The person obliged to pay VAT is the beneficiary. The exporter of the products covered by this document (Customs Authorization No. RO/DRVB/025) declares that, except where otherwise clearly indicated, these products are of EU preferential origin (products that are of preferential origin are marked X)



PHILIPS LIGHTING ROMANIA SRL
Cod TVA: RO34715280
Sediul: Str. Barbu Vacarescu, 301 -311
Cladire Lakeview, etaj 9
Sector 2, Bucuresti
Banca: CITIBANK EUROPE PLC, Dublin
Sucursala Romania
Cont EUR: RO22CITI0000000724421016

DISTRIBUTION AGREEMENT

no. LI/HR/DTB/016/2016 dated 18.04.2016

This DISTRIBUTION AGREEMENT is dated 18.04.2016, between:

PHILIPS LIGHTING ROMANIA SRL, with its seat at 301-311 Barbu Vacarescu Bld., Lakeview Office Building, room no. 1, 9/1 floor, 2nd district, Bucharest, Romania, legally registered at Trade Registry under no. J40/7963/29.06.2015, Sole Registration Code RO 34715280, dully represented by Bogdan Balaci and Roxana Ciocanau as Administrators (hereinafter referred to as "Philips")

and

AWT INTERNATIONAL d.o.o., with its seat at Slavonska avenija 52/a, 10000 Zagreb, Croatia, legally registered at Trade registry under the no. 080059741, Sole registration Code HR57159149897, dully represented by Miho Glavić as Chairman of the Board (hereinafter referred to as "Distributor").

In this Agreement, Philips and Distributor are individually referred to as "Party", and collectively referred to as the "Parties".

BACKGROUND

- A. The Philips group of companies is a global leader in healthcare, lighting and consumer lifestyle, delivering products, services and solutions under the well-known PHILIPS brands. Within the Philips group of companies, Philips Lighting is a global leader in Lighting, driving the switch to energy-efficient solutions (products and services) for all segments (road lighting, office & industrial, hospitality and home) and a leader in new lighting applications and technologies such as LED;
- B. Philips wishes to appoint Distributor as its non-exclusive distributor for the Products as defined in this Agreement in Croatia and Distributor is willing to accept such appointment in accordance with and subject to the terms and conditions of this Agreement.

AGREEMENT

1. General

- 1.1 The Annexes hereto are included and form an integral part of this Agreement. In the event of any conflict between terms and conditions of the Agreement and that of related annexes, the terms and conditions of the Agreement will prevail.





1.2 In this Agreement:

"Associated Company(ies)" shall mean any one or more entities, which is (are) directly or indirectly: (i) owned or controlled by the Distributor, (ii) owning or controlling the Distributor, or (iii) owned or controlled by the entity owning or controlling the Distributor, at the relevant time. For the purposes of this definition, an entity shall be deemed to own or to control another entity if more than 50% (fifty per cent) of the voting stock of the latter entity, ordinarily entitled to vote in the election of directors (or, if there is no such stock, more than 50% (fifty per cent) of the ownership of or control in the latter entity) is held by and consolidated in the annual accounts of the owning or controlling entity; and a **"Change of Control"**, in relation to that entity, occurs if an entity who Controls it ceases to do so or if another entity acquires Control of it;

"Confidential Information" means information (i) that is marked or labeled "Confidential", "Secret" or the like at the moment of disclosure or, in case of oral Information, is identified as confidential and confirmed in writing within 20 days after disclosure thereof; or (ii) of which the confidential nature is reasonably apparent, where **"Information"** means any and all drawings, specifications, photographs, samples, models, processes, procedures, instructions, software, reports, papers, and any other technical and/or commercial information, data and documents of any kind, including oral information.

"Territory" means the geographical area of Croatia and Slovenia.

"Products" means the products, services and/or solutions listed and/or specified in **Annex A ("PRODUCT LIST")** to this Agreement, as may be amended from time to time by Philips in its entire discretion.

"Start Date" means 18.04.2016.

"End Date" means either the expiry date of this Agreement which is 31.12.2016 or, in the event of an earlier termination as provided herein the date of termination.

"Product Inventory Statement" means a statement, certified by an independent public accountant, showing in detail the inventory of the Products owned or controlled by Distributor as of the effective date of termination together with the Actual Landed Cost Price or In-transit Cost Price of any such Products, where **"Actual Landed Cost Price"** means the cost price of the Products at duly import in the Territory and **"In-transit Cost Price"** means the cost price of the Products when in transit ready to be imported into the Territory, in both cases less commissions, discounts, allowances or returns made against their invoice cost price.

"Term" means from period from the Start Date to the End Date.

2. **Appointment**


2.1 Philips hereby appoints Distributor as its non-exclusive distributor for the Products for the Term in the Territory and Distributor hereby accepts this appointment in accordance with, and subject to, the terms and conditions of this Agreement.



- 2.2 Distributor acknowledges that it has fully considered and taken into account and agrees that Philips is entitled to:
- 2.2.1 appoint other distributors, agents and/or resellers to sell and market the Products and other products, solutions and/or services within the Territory, without any restrictions, including but not limited to the project channel;
 - 2.2.2 sell and supply Products directly to customers in or for the Territory;
 - 2.2.3 communicate directly with any customer;
 - 2.2.4 amend the range of the Products and to withdraw, delete and/or replace Products from the scope of this Agreement. Such amendments will have immediate effect, unless agreed otherwise between the Parties. In case of new products that Philips wishes to add to the List of Products, Philips will propose these to Distributor and subject to the Parties' agreement, the List of Products will be amended accordingly.
- 2.3 Distributor shall resale Products solely in Distributor's own name and behalf, for Distributor's own account, and at Distributor's own risk.
- 2.4 Distributor hereby confirms, acknowledges and agrees that Distributor shall be solely responsible for any and all expenses which it incurs in connection with the operation of its activities and the performance of its obligations under this Agreement.
- 2.5 It is expressly agreed that Distributor is an independent contractor. Distributor has no authority to act for or on behalf of Philips or any of its Associated Companies; or to bind Philips to any contract or agreement; or in any other manner commit Philips, including make or extend warranties for Products, in any way without the prior express written approval of Philips. Distributor is solely responsible for the hiring, employment, direction, and control of its employees and persons or companies engaged by Distributor, and such persons shall in no event be deemed to be the employees or contract parties of Philips.
- 2.6 Without the explicit prior written permission of Philips, Distributor is not allowed to and shall not assign or otherwise transfer this Agreement in whole or in part or any of its rights and obligations.
- 2.7 The Parties agree that this Agreement also governs the contractual relationship between Affiliates of Philips and Distributor pursuant to a purchase order entered into by such Affiliate(s) and/or if Products are supplied to Distributor by such Affiliates of Philips.

3. Term

- 3.1 This Agreement will govern the relationship between the Parties during the Term.
- 3.2 Three (3) months before the End Date, Philips will evaluate Distributor's last year's performance, including but not limited to against agreed commitments. If Philips rates Distributor's overall performance satisfactory and the Parties agree on new business criteria for the following year, the Parties may renew this Agreement for a further contract term of - in each such event - maximum one (1) year.
- 3.3 Notwithstanding the number of renewals, if any, this Agreement is and shall always be interpreted as a fixed term agreement and not an indefinite term agreement.



4. Performance Related Topics

4.1 At the request of Philips:

- 4.1.1 Distributor shall put in place and operate formal mechanisms for the objective measurement of both quality and service performance and report to Philips on a regular basis, demonstrating performance, identifying issues and corrective actions being taken to prevent a recurrence of any issues.

5. Distributor's Covenants, Representations and Warranties

5.1 Distributor hereby covenants, warrants and represents to Philips that:

- 5.1.1 Distributor is and shall remain properly registered, licensed and qualified, and has all requisite power and authority in accordance with the laws and regulations of the Territory to act as non-exclusive distributor of Philips, and to conduct its business and perform its obligations under this Agreement;
- 5.1.2 Distributor's staff are sufficient in number, have been adequately trained and have the requisite skill to perform all Distributor's obligations hereunder;
- 5.1.3 there are no bankruptcy, reorganization, composition, receivership, liquidation or insolvency or other similar proceedings being threatened, instituted by or against Distributor, nor is Distributor the subject of an order or resolution for its winding up or dissolution (whether voluntary or otherwise); and
- 5.1.4 neither Distributor nor any person or Associated Company has participated or will participate in any action that is in violation of any laws or regulations of the Territory, including but not limited to, anti-corruption legislation.

- 5.2 Distributor shall promptly disclose in writing to Philips anything which becomes known to it which is inconsistent with its statements in Clause 5.1, specifying the facts or circumstances and the possible adverse effect on Distributor's performance under this Agreement.

6. Distributor's Obligations

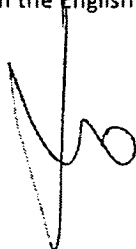
- 6.1 All activities by Distributor under this Agreement shall be performed diligently and conscientiously to the best standards possible.
- 6.2 Distributor shall use its best efforts to actively and diligently promote, develop and increase the market for the sale of the Products within the Territory, which shall be deemed to include, at a minimum and without limitation:
- 6.2.1 to establish and maintain in the Territory a place of business and organization, which adequately supports agreed targets;
- 6.2.2 to increase awareness of potential customers and/or advisors on lighting solutions (potentially) involving Products or other Philips products;
- 6.2.3 to solicit and acquire projects involving the sale of solutions and corresponding Products or other Philips products;
- 6.2.4 to direct to Philips any project opportunities (where applicable together with design and specification requirements) that are outside of the scope of this Agreement;



- 6.2.5 to maintain and develop existing and new local contacts relevant for the performance of Distributor's obligations under this Agreement, and keep proper record of these in a customer relation management system acceptable to both Parties;
- 6.2.6 to observe all quality standards and procedures established by Philips from time to time and notified to Distributor with regard to the Products and the transportation, handling, storage and installation thereof;
- 6.2.7 to inform Philips promptly of any customer feedback concerning the Products or related services;
- 6.2.8 to have adequate stock of the Products in conformity with the requirements of the market in the Territory. Distributor shall make monthly stock checks to ensure adequate stock levels of the Products that meet the expected market needs, where relevant taking into account specific advertisement and promotion activities, the activity of the competition, and other sales determining factors in the Territory;
- 6.2.9 to ensure adequate after sales service and maintain adequate stock levels as deemed necessary to service the after sales market;
- 6.2.10 to place orders for Products in sufficient time to allow for shipment in accordance with end-user requirements; and
- 6.2.11 to take all necessary steps to obtain all requisite visas and other necessary government documentation, permits, consents, licenses and clearances required for, and by, the employees, servants and agents of Philips visiting the Territory.

7. Obligations of Philips

- 7.1 During the Term and subject to Distributor's full compliance with the provisions of this Agreement, Philips agrees:
 - 7.1.1 to use commercially reasonable efforts to supply Distributor the Products that are ordered in accordance with the relevant provisions of this Agreement. Philips shall be free to accept or reject any purchase order without any liability to Distributor;
 - 7.1.2 to deliver Products that are manufactured in accordance with Philips's standard product specifications;
 - 7.1.3 upon request of Distributor and subject to payment of the costs involved, provide designs for lighting plans;
 - 7.1.4 to provide guidelines, support and orders to Distributor for local follow-up on those projects where Philips has involvement.
- 7.2 In furtherance of the performance of Distributor hereunder, Philips agrees to provide the following specific support to Distributor:
 - 7.2.1 If and when applicable, Philips will make available certain technical and business information and strategies, which Philips deems necessary to share with Distributor regarding the sales promotion and the maintenance of Products in and outside the warranty period;
 - 7.2.2 Philips shall from time to time make available to Distributor reasonable quantities of samples, catalogues, brochures and other sales and promotional materials for use by Distributor in the promotion and marketing of Products. Philips will make such materials available at cost price. Philips will provide all such materials in the English language and in other languages if deemed appropriate by Philips; and



7.2.3 Philips shall endeavor to answer technical and application enquiries concerning the Products as soon as reasonably practicable.

8. Product Delivery related Terms

- 8.1 The ordering and supply of Products by Philips to Distributor under this Agreement shall be organized through the purchase order systems of Philips. Unless otherwise agreed by Philips, Distributor will issue orders from one location within its organization. A purchase order issued by Distributor to Philips shall constitute a contractual relationship between Distributor and the supplying Philips legal entity specified in such purchase order.
- 8.2 All requests, quotations, offers, instructions, purchase orders, order confirmations, agreements and other legal acts with respect to the sale of Products are subject to the terms of this Agreement and the General Conditions of Sale ("GTCs", Annex B) including any amendments thereof. For purposes of this Agreement, the use of the word "Buyer" in the GTC shall mean Distributor. In case of conflict between the GTC and this Agreement, the terms of this Agreement shall prevail.
- 8.3 Upon request of Philips, Distributor shall provide Philips with a rolling 12 (twelve) month forecast on a quarterly or monthly basis. This forecast is for planning purposes only and shall not be construed as a commitment or obligation.
- 8.4 The Parties may agree in writing to special terms, such as deliveries in a specified manner, for which Philips may request additional compensation. Philips agrees that all invoices will include the price of the Products separate from the compensation for such special terms.
- 8.5 Philips may periodically publish and/or provide to Distributor a listing of anticipated lead times for different Products. Distributor shall use the lead times as a guide only as Product availability varies with order backlog. Philips will make reasonable efforts to meet Distributor's delivery requirements but will not be liable for delays in meeting a delivery date. If Products are in short supply, Philips is entitled to allocate its available production and Products, in its sole discretion, among its customers and as a result may sell and deliver to Distributor less Products than specified in the purchase order.
- 8.6 The price of Products shall be the prices set forth in the Philips price list(s) in effect at the time of confirmation by Philips of the respective purchase order. Philips reserves the right to change price lists in whole or in part at any time, with fifteen (15) days written notice. For purchase orders received prior to the effective date of such price increase, the previous prices will apply, provided that delivery and payment of the Products takes place within three (3) months period from the effective date of the price increase. If Distributor objects to a price increase of Products, Philips, in its sole discretion, shall be entitled to discontinue the further supply of such Product with written notice to Distributor or cancel this Distribution Agreement upon the giving of thirty (30) calendar days written notice to Distributor.
- 8.7 The prices do not include sales, excise, value-added, or other taxes or duties, freight, insurance, training and installation and other charges nor import permits and licenses, insurance, bank charges, all of which shall remain the responsibility of Distributor, unless otherwise agreed. The Parties

6 



expressly agreed that all costs related to any bank transaction initiated by Distributor under this Agreement, mainly but not only costs related to payment of purchase price to Philips via bank-transfer shall be borne by the Distributor.

- 8.8 Philips will supply the Products on a "no overdue basis" and if Distributor complies with credit limit, if agreed.
- 8.9 Order Cancellation. The order may only be modified or canceled on the same day it was sent to Philips, until 4:00 p.m., at the latest. After the said time, no changes shall be accepted, and the order shall be considered closed.
- 8.10 In the event that Distributor desires to cancel an order before (one or more parts of the) delivery of the Products it shall notify Philips of such desire as soon as possible. Upon receipt of such notification, Philips will in good faith review this request and investigate the production and/or logistic status of the Products of the order concerned. If Philips accepts, in its entire discretion, such cancellation, it will confirm the cancellation of the order concerned to Distributor, subject to payment by Distributor of all the costs involved (including, but not limited, to costs concerning cancellation of transport etc.), together with a handling fee of EUR 250. If Philips does not accept such cancellation, the invoice concerned shall be fully due and payable by Distributor. After delivery of (one or more parts of) a Product, orders can no longer be cancelled.

9. Modification or Discontinuation of Products

- 9.1 Philips hereby explicitly reserves the right, at any time, to modify or change Product designs without prior notice to Distributor or to discontinue the supply of any or all of the Products. Modifications or discontinuation of Products shall not effect Product deliveries for which Philips has accepted a purchase order from Distributor.

10. Sales Promotion and Packaging

- 10.1 Distributor is allowed to use certain Philips' proprietary trademarks, word marks or tag lines in connection with advertising and promotional activities, subject to strict compliance with the terms and conditions as set out in Annex C and with Philips prior information.
- 10.2 Distributor shall give immediate notice to Philips of any known or presumed counterfeits, copies, imitations, simulations, or infringements upon, the Trademarks used on or associated with the Products, and Distributor shall give Philips or its Affiliated Companies full cooperation in the protection of their Trademarks. Distributor shall not initiate any trademark proceedings without Philips' prior written consent.
- 10.3 Distributor shall use only the promotional materials that are made available to it by Philips. In the event that Distributor desires to use any other materials, prior to use or publication by or on behalf of Distributor, Distributor shall submit such materials timely to Philips to allow Philips to verify compliance with Philips' advertising policies and guidelines. Upon request, Distributor shall provide Philips with copies of such materials.



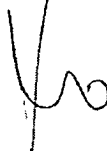
- 10.4 Distributor shall not make any modifications to the Products or their packaging without the prior written consent of Philips.
- 10.5 Distributor shall not translate any of Philips' technical brochures, specification sheets, operators or service manuals ("Manuals") from English into any language, nor use such translation, without the prior review and written approval of Philips. Philips will not compensate Distributor for expense of translation of Manuals.
- 10.6 From time to time Philips may launch some sales promotion programs in order to increase the sale of certain Products. Upon request, Distributor shall support and participate in these sales promotion programs. Should some sales promotion programs not be in conformity with the laws and regulations of the Territory or any country thereof, Distributor shall inform Philips about the legal situation. Distributor will take full responsibility for making any applicable customs duties declarations and/or any applicable tax declarations relating to the incentives granted to Distributor based on sales promotion programs, as the case may be. Should the incentives consist of Products granted for a lower price, Philips will issue an invoice showing the correct value of the Products for customs duties.

11. Reports and Information

- 11.1 Distributor shall upon Philips' request provide Philips with a list of customers and prospects, including a listing of all installations of the Products. Distributor shall maintain records of its sales of Products for at least ten (10) years after the date of the sale or longer if a longer retention time is required by applicable requirements. Distributor's obligation pursuant to this paragraph shall survive termination of this Agreement.
- 11.2 In the event Distributor transfers customer data to Philips, Distributor represents and warrants that it has obtained the prior affirmative written consent of the customer with respect to his data being transferred to Philips for marketing purposes, customer satisfaction surveys or product safety matters. Distributor agrees and undertakes to ask each of its customers for its name and address, as well as its consent to transfer these data, together with type or serial number of Products bought to Philips. Distributor warrants that all data that it transfers to Philips have been gathered by Distributor in conformity with all applicable legislation.
- 11.3 Distributor agrees to furnish Philips upon request with signed copies of its most recent balance sheets and profit and loss statements, a data sheet detailing its corporate structure, officers and employees.

12. Termination

- 12.1 This Distribution Agreement may be terminated at any time by either Party for convenience by notice of termination with sixty (60) calendar days' notice period to the other Party.
- 12.2 If a Party commits a material breach of the Agreement, or commits a non-material breach which it fails to remedy within fifteen (15) calendar days of receipt of written notice from the other Party, the other Party is entitled to suspend the performance of its obligations under the Agreement and/or



terminate the Agreement immediately and without further notice. This does not limit any other rights the Parties may have.

12.3 A material breach of this Agreement shall include, but not be limited to, each of the following events:

12.3.1 if Philips has reasonable grounds to fear that Distributor will default in the performance of any of its obligations under this Agreement and Distributor fails to provide adequate security for the performance of such obligations;

12.3.2 the indictment or conviction in a court of competent jurisdiction of Distributor, or a manager, partner, principal officer or major stockholder thereof, for any violation of law that may adversely affect the operation or business of Distributor, or the good name, goodwill, or reputation of Philips or the Products;

12.3.3 the breach of any of the covenants, representations and warranties made by Distributor to Philips in this Agreement, including noncompliance with laws and Philips Policies (as defined in Clause 16 below); or

12.3.4 the breach any of its obligations set forth in Clause 11 ("Trademarks") and/or any intellectual property right of Philips or its Affiliated Companies.

12.4 Philips is entitled to suspend the performance of its obligations under the Agreement and/or terminate the Agreement immediately and without further notice, in the following events:

12.4.1 If Distributor is acquired by a competitor of Philips or any material change in the ownership, management or other key personnel of Distributor occurs or if Distributor acquires a competitor of Philips, any of which without the prior consent of Philips;

12.4.2 in the event of composition, re-organization, receivership or liquidation of Distributor or in the event any similar actions or proceedings are instituted by, on behalf of or against Distributor;

12.4.3 the occurrence of an event that in the reasonable judgment of Philips will materially and adversely affect the ability of Distributor to effectively sell the Products in the Territory or that is likely to impair the ability of Distributor to perform its obligations hereunder, including but not limited to Force Majeure or due to any acts of any government or any change in such government's laws, regulations, or policies.

13. Consequences of Termination or Expiration

13.1 Promptly and not later than fourteen (14) calendar days after the earlier of either the End Date or, if required, the notification of termination of this Agreement, Distributor shall send Philips a Product Inventory Statement.

13.2 In case of the expiration or earlier termination of this Distribution Agreement:

13.2.1 Distributor's right to place orders for the Products shall cease immediately at the End Date;

13.2.2 After the End Date, each Party shall cease and desist from all use whatsoever of the other Party's name in the promotion of its business;

13.2.3 Distributor shall return and/or deliver to Philips (or otherwise dispose of as instructed by Philips) all promotional materials and other materials whatsoever relating to the business of Philips.

13.2.4 Distributor shall not offer for sale any goods that are imitations of Philips products or are

9
Philips



infringing Philips intellectual property rights;

13.2.5 Philips shall have the option, without obligation, to require Distributor to assign to Philips or a third party nominated by Philips any customer support agreements entered into by Distributor with respect to the Products. Distributor shall settle with Philips upon assignment of those customer support agreements acceptable to Philips, all advance payments already made by the respective customers. Distributor shall be credited with a compensation to be agreed between the Parties for assigned customer support agreements.

13.3. If Philips has not given a Re-Purchase Notice, Distributor shall be entitled to sell off any remaining inventory of Products.

13.4 After the expiration or earlier termination of this Agreement, Distributor shall continue to perform all its warranties and/or other duties, responsibilities and obligations under this Agreement with respect to the Products sold prior to such expiration or termination. The rights and obligations of the Parties shall, where applicable, survive and continue after the expiration or earlier termination hereof and shall bind the Parties and their successors and assigns.

13.5 Distributor hereby acknowledges and agrees that:

13.5.1 The sole compensation for Distributor under this Agreement is to be exclusively derived from Distributors sales of the Products to its customers during the Term. If Distributor makes or has made investments necessary to perform this Agreement, it shall do so entirely at its own risk and expense;

13.5.2 Distributor has fully considered and taken into account the possibility of the expiration or termination of this Agreement (or any renewals thereof) as well as the removal of Products from the scope of this Agreement.

14. Indemnification

14.1 Distributor is responsible for and shall fully indemnify, keep indemnified and hold Philips and its Affiliated Companies and their officers, agents, employees and customers harmless from and against any and all liabilities, claims, costs and expenses, including attorney's fees, judgments, cause of action, court orders, payments, taxes, levies, losses, damages, demands or other penalties which Philips or the Affiliated Companies may occur, howsoever arising from any failure by Distributor to comply with the provisions of this Agreement.

14.2 For the case the Distributor is performing, without exception, the advance payment of the entire value of ordered products in accordance with the issued invoices under this Agreement, the provisions of article 14.1 will apply correspondently to the Distributor.

15. Limitation of Liability

15.1 Philips shall not be liable for any lost profits, lost savings, loss of reputation, loss of goodwill, indirect, incidental, punitive, special or consequential damages arising out of or in connection with this agreement or the sale of any products or services by Philips or the use thereof whether or not such damages are based on tort, warranty, contract or any other legal theory – even if Philips has been advised, or is aware, of the possibility of such damages. Philips' aggregate and cumulative liability



towards Distributor under the Distributor agreement or agreement of any claim whatsoever shall not exceed the amounts paid by Distributor for the products during a period of three (3) months preceding the event giving rise to the claim. Such limitation will not apply for the case the Distributor is performing, without exception, the advance payment of the entire value of ordered products in accordance with the issued invoices under this Agreement.

- 15.2 Any claim for damages must be brought by Distributor within ninety (90) days of the date of the event giving rise to any such claim, and any lawsuit relative to any such claim must be filed within six (6), months of the date of the claim. Any claims that have been brought or filed not in accordance with the preceding sentence are null and void.

16. Compliance with laws and Philips Policies

16.1 Distributor shall and shall procure that the Associated Companies or persons who are performing activities in connection with this Agreement comply with all applicable laws and regulations of the Territory relating to the activities of Distributor in accordance with this Agreement, including but not limited to applicable health and safety regulations and anti-bribery laws, including the United States Foreign Corrupt Practices Act (FCPA). This includes but is not limited to Distributor's dealings with any government official.

16.2 Without prejudice to the preceding Clause, Distributor represents and warrants that:

16.2.1 it has not directly or indirectly offered, paid, given, made promises to pay, or authorized the payment of any money, gift, or anything of value to:

16.2.1.1 any Restricted Person; or

16.2.1.2 any person while knowing that all or a portion of such money, gift, or thing of value will be offered, paid, given, or promised, directly or indirectly, to any Restricted Person.

For the purpose of this Clause, a "Restricted Person" means any Government Official, political party or political party official, or any candidate for political office in any country; where "Government Official" means any minister, officer, director or employee of a government or any department, agency, or instrumentality thereof, or of a public international organization (such as the World Bank, International Monetary Fund or United Nations), or any person acting in an official capacity for or on behalf of any such government or department, agency, or instrumentality, or for or on behalf of any such public international organization.

16.2.2 no Restricted Person shall share, directly or indirectly, in any compensation payable to Distributor under this Agreement or a related agreement.

16.3 Distributor is responsible for providing its officers, directors, employees and agents the training necessary to comply with anti-bribery laws, including the FCPA. Upon request Philips will provide FCPA training at no cost to the Distributor during the Term.

16.4 Philips shall have the right, by itself or through its appointed representatives, to inspect, during normal business hours, Distributor's and its Affiliated Companies' and sub-vendors' distribution facilities to verify and audit compliance with this Agreement and its Annexes. Distributor shall, and shall cause its Affiliated Companies to reasonably co-operate with Philips at no cost. At Philips's request, Distributor shall provide a list of sub-vendors used for the Products. Philips shall observe to the normal courtesies of prior notification.

16.5 Failure by Distributor to comply with any provision of this Clause entitles Philips to immediately terminate this Agreement without any liability.

17. Confidentiality

17.1 The Parties shall keep any Confidential Information received from the other party confidential for a period of five (5) years after disclosure by employing adequate procedures for safeguarding Confidential Information at least as rigorous as the receiving Party employs for its own confidential information but no less than a reasonable degree of care, and the Parties shall use Confidential Information only for the purpose of and consistent with the terms of this Agreement. Philips is authorized to share information concerning this Agreement to its Affiliate Companies. Neither Party shall make public or cause any public statement to be made about the Agreement without the prior written consent of the other Party.

17.2 The confidentiality obligations under this Agreement shall not apply to Confidential Information of which the receiving Party can demonstrate by means of dated documentation that such Confidential Information: (i) was already in the public domain at the time it was disclosed or subsequently enters the public domain through no fault of the receiving Party; (ii) was known to the receiving Party or in its possession prior to receipt of such Confidential Information, (iii) was developed by the receiving Party independently and without use of Confidential Information provided by the disclosing Party under this Agreement and without any breach of this Agreement; or (iv) was lawfully received by the receiving Party on a non-confidential basis from a third party who was not bound by a similar obligation of confidentiality in relation to the Confidential Information; or (v) is required to be disclosed pursuant to the requirement, order or directive of a government agency or by operation of law subject to prior consultation with disclosing party's legal counsel.

17.3 Confidential Information shall remain the property of the disclosing Party and nothing contained in this Clause shall be construed as a grant of license to the receiving Party to make, use, sell or otherwise dispose of products or services using Confidential Information of the disclosing Party. The receiving Party agrees to return to the disclosing party all Confidential Information promptly upon request.

18. Export and import Controls

12 



18.1 Distributor understands that Philips is subject to export control laws and regulations ("Export Regulations") which prohibit export or diversion of certain products and technology to certain countries. The performance of Philips under this Agreement will be subject in all respects to such Export Regulations. Distributor warrants that it will comply in all respects with any export and re-export restrictions set forth in export license (if any) for Product delivered to Distributor. Distributor shall take all actions that may be reasonably necessary to ensure compliance with Export Regulations by its purchasers or end-users.

19. Governing Law and Settlement of Disputes

This Agreement shall be governed by and construed in accordance with the laws of Romania.

19.1. Any dispute between the Parties arising out of or related to this Agreement shall be elevated to senior management of the Parties with the aim to resolve such dispute within forty-five (45) calendar days of written notice by either Party requesting such resolution.

19.2. Any dispute between the Parties arising out of or in connection with this Agreement (including any question regarding its existence, validity or termination) that cannot be solved in accordance with the provisions of the preceding paragraph shall be finally settled by the competent courts of Romania in the place of seat of Philips - Bucharest, Romania .

20. Communications

20.1 Any notice, request, approval, agreement or other communications given pursuant to this Distribution Agreement shall be either delivered personally to a party, or sent via facsimile transmission or registered mail, sent to a party at its address written below:

20.1.1 Notice to Philips shall be sent to:

Philips Lighting Romania SRL

301-311 Barbu Vacarescu Bld., Lakeview Office Building, room no. 1, 9/1 floor, 2nd district, Bucharest

F.a.o. Bogdan Balaci, Roxana Ciocanau

e-mail: bogdan.balaci@philips.com, roxana.ciocanau@philips.com

with a copy to: Damir Turkalj (damir.turkalj@philips.com)

20.1.2 Notice to Distributor shall be sent to:

AWT INTERNATIONAL d.o.o.

Slavonska avenija 52/a, 10000 Zagreb, Croatia

F.a.o. Miho Glavić

e-mail: mglavic@awt.hr

or at such other telefax numbers or address as that Party may hereinafter designate and notify the other in writing. A notice shall be deemed received on the date on which personal delivery is effected or the facsimile transmission is dispatched by the notifying party or seven (7) calendar days after the registered mail letter is dispatched.



21. Miscellaneous

21.1 No variation of this Agreement shall be effective or binding upon the Party unless made in writing and signed by an authorized representative of each of the Parties.

21.2 The failure or the delay of either Party to enforce any provision of this Agreement shall not constitute a waiver of such provision nor a waiver to enforce it.

21.3 The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof, all of which shall remain in full force and effect.

21.4 This Distribution Agreement sets forth the entire intent and understanding between the Parties relating to the subject matter hereof and supersedes all related prior negotiations, discussions, contracts and covenants. No party shall be bound by any conditions, representations or warranty other than as expressly set forth herein or subsequently set forth in writing executed by both Parties. It is acknowledged and agreed that the performance by the Parties of their obligations pursuant to this Agreement shall by no means result in any obligation on the part of either Party to enter into any further agreement containing obligations for either Party beyond the obligations contained herein or to realize any transaction with the other Party with respect to the subject matter hereof or otherwise, including without limitation, any agreement or transaction concerning the supply of products or services by either Party to the other.

21.5 This Distribution Agreement shall be executed in English language.


22. List of Annexes

- Annex A PRODUCT LIST
- Annex B GENERAL CONDITIONS OF SALE
- Annex C TRADEMARKS
- Annex D SUPPLY CHAIN SERVICES


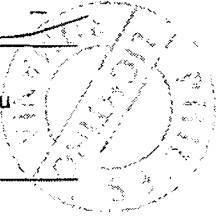
IN WITNESS WHEREOF, the Parties have caused this Distribution Agreement to be executed as of the date first above written.

PHILIPS LIGHTING ROMANIA SRL
Administrators,

Bogdan Balaci



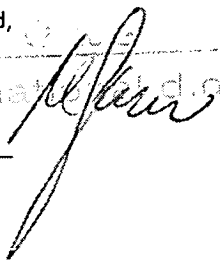
Roxana Ciocanau





14

AWT INTERNATIONAL d.o.o.
Chairman of the Board,

Miho Glavić




Saša Kolenko



Annex A

PRODUCT LIST

Subject to the terms and conditions set forth in this Distribution Agreement, the Products covered hereby shall be the following:

9001		Light Sources & Electronics
9001	4035	Lamp Drivers
9001	9174	Professional Products
9001	9175	Consumer Products
9240		LED
9240	118	LED Lamps
9240	4032	LED Systems
9021		Home
9021	9159	Consumer Luminaires

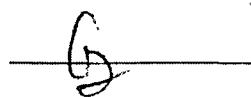
PHILIPS LIGHTING ROMANIA SRL

Administrators,

Bogdan Balaci



Roxana Ciocanau

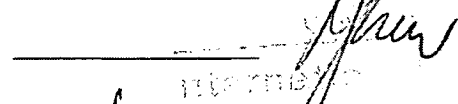




AWT INTERNATIONAL d.o.o.

Chairman of the Board,

Miho Glavić




Saša Kolenko

ANNEX B

GENERAL CONDITIONS OF SALE ("GCS")

1. OFFER, CONFIRMATION OR AGREEMENT

These general terms and conditions of sale of Philips Romania SRL (the "Terms and Conditions") apply to and form an integral part of all quotations and offers made by Philips - Romania SRL and/or any of its Affiliates ("Philips"), all acceptances, acknowledgements and confirmations by Philips of any orders by Buyer and any agreements ("Agreements") regarding the sale by Philips and purchase by Buyer of goods and services ("Products"), unless and to the extent Philips explicitly agrees otherwise. "Associated Company(ies)" shall mean any one or more business entities, which is (are) directly or indirectly: (i) owned or controlled by Philips (ii) owning or controlling Philips, or (iii) owned or controlled by the business entity owning or controlling Philips, at the relevant time. For the purposes of this definition, a business entity shall be deemed to own and/or to control another entity if more than 50% (fifty per cent) of the voting stock of the latter business entity, ordinarily entitled to vote in the election of directors (or, if there is no such stock, more than 50% (fifty per cent) of the ownership of or control in the latter business entity) is held by and consolidated in the annual accounts of the owning and/or controlling business entity.

Any terms and conditions set forth on any document or documents issued by Buyer either before or after issuance of any document by Philips setting forth or referring to these Terms and Conditions are hereby explicitly rejected and disregarded by Philips, and any such terms shall be wholly inapplicable to any sale made by Philips to Buyer and shall not be binding in any way on Philips.

Philips' offers are open for acceptance within the period stated by Philips in the offer or, when no period is stated, within thirty (30) calendar days from the date of the offer, but any offer may be withdrawn or revoked by Philips at any time prior to the receipt by Philips of Buyer's acceptance thereof.

2. PRICING

Prices in any offer, confirmation or Agreement are in Euros, based on delivery CIP delivery (INCOTERMS latest version) Philips' manufacturing facility or other facility designated by Philips, unless agreed otherwise in writing between Buyer and Philips and do not include any taxes, duties or similar levies, now or hereafter enacted, applicable to the Products. Philips will add taxes, duties and similar levies to the sales price where Philips is required or enabled by law to pay or collect them and these will be paid by Buyer together with the price.

3. PAYMENT

(a) Unless agreed otherwise between Philips and Buyer, Philips will invoice Buyer for the price of the Products delivered upon delivery of the Products in accordance with the applicable INCOTERM. Net payment is due within thirty (30) calendar days of date of invoice unless agreed otherwise between Philips and Buyer in writing. All payments shall be made to the designated Philips address. If deliveries



are made in installments, each installment may be separately invoiced and shall be paid for when due. No discount is allowed for early payment unless agreed to in writing by Philips. In addition to any other rights and remedies Philips may have under applicable law, interest will accrue on all late payments at the rate of eighteen percent (18%) per annum or the applicable statutory rate, whichever is higher and to the extent permitted by applicable law, from the due date until payment in full.

- (b) All deliveries of Products agreed to by Philips shall at all times be subject to credit approval of Philips. If, in Philips' judgment, Buyer's financial condition at any time does not justify production or delivery of Products on the above payment terms, Philips may require full or partial payment in advance or other payment terms as a condition to delivery, and Philips may suspend, delay or cancel any credit, delivery or any other performance by Philips.
- (c) In the event of any default by Buyer in the payment of any fees or charges due, or any other default by Buyer, Philips shall have the right to refuse performance and/or delivery of any Products until payments are brought current and Philips may suspend, delay or cancel any credit, delivery or any other performance by Philips. Such right shall be in addition to, and not in lieu of, any other rights and remedies available under the Agreement or at law.

4. DELIVERY AND QUANTITIES

- (a) Products shall be delivered CIP (INCOTERMS latest version) as designated by Philips, unless otherwise agreed in writing. Delivery dates communicated or acknowledged by Philips are approximate only, and Philips shall not be liable for, nor shall Philips be in breach of its obligations to Buyer, for any delivery made within a reasonable time before or after the communicated delivery date. Philips agrees to use commercially reasonable efforts to meet the delivery dates communicated or acknowledged by it on the condition that Buyer provides all necessary order and delivery information sufficiently prior to the such delivery date.
- (b) Buyer will give Philips written notice of failure to deliver and thirty (30) days within which to cure. If Philips does not deliver within such thirty (30) calendar day period, Buyer's sole and exclusive remedy is to cancel the affected and undelivered portions of the Agreement.
- (c) Title in the Products shall pass to Buyer upon payment in full of the purchase price in respect thereof. Risk of loss in the Products shall pass to Buyer upon Philips' delivery in accordance with the applicable INCOTERMS.
- (d) If Buyer fails to take delivery of Products ordered, then Philips may deliver the Products in consignment at Buyer's cost.
- (e) In the event Philips' production is curtailed for any reason, Philips shall have the right to allocate its available production and Products, in its sole discretion, among its various customers and as a result may sell and deliver to Buyer fewer Products than specified in the Agreement.

5. FORCE MAJEURE

Neither party shall not be liable for any failure or delay in performance if:



(i) such failure or delay results from interruptions in the Product manufacturing process; or

(ii) such failure or delay is caused by Force Majeure as defined below or by law.

In case of such a failure as set forth above, the performance of the relevant part(s) of the Agreement will be suspended for the period such failure continues, without either party being responsible or liable to the other for any damage resulting therefrom.

The expression "Force Majeure" shall mean and include any circumstances or occurrences beyond the Party's reasonable control - whether or not foreseeable at the time of the Agreement - as a result of which the party cannot reasonably be required to execute its obligations including force majeure and/or default by one of the parties' suppliers. In the event that the Force Majeure extends for a period of three (3) consecutive months (or in the event that the delay is reasonably expected by incurring party to extend for a period of three (3) consecutive months), the party shall be entitled to cancel all or any part of the Agreement without any liability towards the other party. The force majeure event shall be notified to the other party by the invoking party as soon as possible from its occurrence date through a certificate issued by the Chamber of Commerce and Industry or another authority competent to confirm the occurrence of the force majeure event, subject to the sanction of not taking into account the invoked case and the consequences of its occurrence.

6. RIGHTS IN SOFTWARE, DOCUMENTATION AND INTELLECTUAL PROPERTY

Subject to the provisions set forth herein, the sale by Philips of a Product implies the non-exclusive and non-transferable limited license to Buyer under any of Philips' and/or its affiliates' intellectual property rights ("Philips' IPR") in the territory to use and resell Products as sold by Philips to Buyer.

To the extent that software and/or documentation is embedded in or delivered with a Product, the sale of such Product shall not constitute the transfer of ownership rights or title in such software and/or documentation to Buyer, but, subject to the provisions set forth herein, shall only imply a non-exclusive and non-transferable license to Buyer under Philips intellectual property rights to use such software and/or documentation in conjunction with and as embedded in or delivered with the Products as supplied by Philips in the territory.

Buyer shall not: (a) modify, adapt, alter, translate, or create derivative works from any software residing in or provided by Philips in conjunction with any Products; (b) assign, sublicense, lease, rent, loan, transfer, disclose, or otherwise make available such software; (c) merge or incorporate such software with or into any other software; or (d) reverse assemble, decompile, disassemble, or otherwise attempt to derive the source code for such software without written authorization from Philips except as explicitly allowed under applicable law. Buyer shall reproduce, without any amendments or changes thereto, any proprietary rights legends of Philips and/or its affiliates or its third party suppliers in any software or documentation provided by Philips. License terms of third parties may apply.

7. LIMITED WARRANTY AND DISCLAIMER

(a) Philips warrants that under normal use in accordance with the applicable user manual the Products, (excluding any software that is not embedded in a Product by Philips) shall, at the time of delivery to Buyer and for a period of twenty-four (24) months from the date of delivery (or such other period as may be agreed upon in writing by the parties), be free from defects in material or workmanship and shall substantially conform to Philips' specifications for such Product, or such other specifications as Philips

has agreed to in writing, as applicable. Philips' sole and exclusive obligation, and Buyer's sole and exclusive right, with respect to claims under this warranty shall be limited, at Philips' option, either to the replacement or repair of a defective or non-conforming Product or to an appropriate credit for the purchase price thereof. Philips will have time to repair, replace or credit according to the applicable legal provisions. The non-conforming or defective Products shall become Philips' property as soon as they have been replaced or credited.

- (b) Buyer may ship Products returned under warranty to Philips' designated facility only in conformance with Philips' then-current return material authorization policy. Where a warranty claim is justified, Philips will pay for freight expenses. Buyer shall pay for returned Products that are not found to be defective or non-conforming together with the freight, testing and handling costs associated therewith.
- (c) Notwithstanding the foregoing, Philips shall have no obligations under warranty if the alleged defect or non-conformance is found to have occurred as a result of environmental or stress testing, misuse, use other than as set forth in the user manual, neglect, improper installation or accident, or as a result of improper repair, alteration, modification, storage, transportation or improper handling.
- (d) The express warranty granted above shall extend directly to Buyer and not to Buyer's customers, agents or representatives and is in lieu of all other warranties, whether express or implied, including without limitation any implied warranties of fitness for a particular purpose, merchantability, or non-infringement of intellectual property rights. All other warranties are hereby specifically disclaimed by Philips.
- (e) Subject to the exclusions and limitations set forth in Section 9 of the GCS, the foregoing states the entire liability of Philips in connection with defective or non-conforming Products supplied hereunder.

8. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

- (a) Philips, at its sole expense, shall: (i) defend any legal proceeding brought by a third party against Buyer to the extent that the proceeding includes a claim that any Product as furnished by Philips under an Agreement directly infringes the claimant's patent, copyright, trademark, or trade secret; and (ii) hold Buyer harmless against damages and costs awarded by final judgment in such proceeding to the extent directly and solely attributable to such infringement.
- (b) Philips shall have no obligation or liability to Buyer under Section (a) (1) if Philips is not: (i) promptly notified in writing of any such claim; (ii) given the sole right to control and direct the investigation, preparation, defense and settlement of such claim, including the selection of counsel; and (iii) given full reasonable assistance and cooperation by Buyer in such investigation, preparation, settlement and defense; (2) if the claim is made after a period of three (3) years from the date of delivery of the Product.
- (c) If any Product is, or in Philips' opinion is likely to become, the subject of a claim of infringement as referred to under Section 8 (a) above, Philips shall have the right, without obligation and at its sole option, to: (i) procure for Buyer the right to continue to use or sell the Product; (ii) provide replacement Product, or (iii) modify the Product in such a way as to make the modified Product non-infringing; or (iv) terminate any Agreement to the extent related to such Product.



(d) Subject to the exclusions and limitations set forth in Section 9 of the GCS, the foregoing states Philips' entire liability and obligation to Buyer and Buyer's sole remedy with respect to any actual or alleged infringement of any intellectual property rights or any other proprietary rights of any kind.

9. LIMITATION OF LIABILITY

(a) Philips shall not be liable for any lost profits, lost savings, loss of reputation,, loss of goodwill, indirect, incidental, punitive, special or consequential damages arising out of or in connection with the agreement or the sale of any products or services by Philips or the use thereof whether or not such damages are based on tort, warranty, contract or any other legal theory – even if Philips has been advised, or is aware, of the possibility of such damages.

Philips' aggregate and cumulative liability towards buyer under any agreement shall not exceed an amount of ten percent (10%) of the related agreement.

(b) Any Buyer's claim for damages must be brought by Buyer within ninety (90) days of the date of the event giving rise to any such claim, and any lawsuit relative to any such claim must be filed within one (1) year of the date of the claim. Any claims that have been brought or filed not in accordance with the preceding sentence are null and void.

(c) The limitations and exclusions set forth above in this Section 9 shall apply only to the extent permitted by applicable mandatory law.

10. CONFIDENTIALITY

Buyer acknowledges that all technical, commercial and financial data disclosed to Buyer by Philips and/or its affiliates is the confidential information of Philips and/or its affiliates. Buyer shall not disclose any such confidential information to any third party and shall not use any such confidential information for any purpose other than as agreed by the parties and in conformance with the purchase transaction contemplated herein.

11. EXPORT/IMPORT CONTROLS

Buyer understands that certain transactions of Philips are subject to export control laws and regulations, such as but not limited to the UN, EU and the USA export control laws and regulations, ("Export Regulations") which prohibit export or diversion of certain products and technology to certain countries. Any and all obligations of Philips to export, re-export or transfer Products as well as any technical assistance, training, investments, financial assistance, financing and brokering will be subject in all respects to such Export Regulations and will from time to time govern the license and delivery of Products and technology abroad by persons subject to the jurisdiction of the relevant authorities responsible for such Export Regulations. If the delivery of products, services and/or documentation is subject to the granting of an export or import license by certain governmental authorities or otherwise restricted or prohibited due to export/import control regulations, Philips may suspend its obligations and the Buyer's rights until such license is granted or for the duration of such restrictions or prohibitions. Furthermore, Philips may even



terminate the relevant order in all cases without incurring any liability towards the Buyer. Buyer warrants that it will comply in all respects with the export, re-export and transfer restrictions set forth in such Export Regulations or in export licenses (if any) for every Product supplied to Buyer. Buyer accepts the responsibility to impose all export control restrictions to any third party if the items are transferred or re-exported to third parties. Buyer shall take all actions that may be reasonably necessary to ensure that no customer/purchaser or end-user contravenes such Export Regulations. Buyer shall indemnify Philips against any and all direct, indirect and punitive damages, loss, costs (including attorney's fees and costs) and other liability arising from claims resulting from Buyer's or its customers' breach or non-compliance with this article.

Buyer acknowledges that the obligations contained in the Agreement shall survive the termination of any agreement or other arrangement under which the products, software or technology was provided to Buyer. In addition, in the event of any conflict in the terms provided in the Agreement with any other document entered into between Buyer and Philips, Buyer understands that the terms of the Agreement shall control and be binding upon Buyer.

12. ASSIGNMENT AND SET OFF

Buyer shall not assign any rights or obligations under the Agreement without the prior written consent of Philips. Buyer shall have no right to withhold or reduce any payments or to offset existing and future claims against any payments due for Products sold under the Agreement or under any other agreement that Buyer may have with Philips or any of its affiliates may have and agrees to pay the amounts hereunder regardless of any claimed offset which may be asserted by Buyer or on its behalf. In view of the announced separation of the Philips Group into two stand-alone companies, Philips shall have the right to assign, novate or otherwise split or transfer this Agreement, in whole or in part ("Assignment"), to any present or future affiliate of Philips to which Philips transfers all or substantially all of its Lighting or HealthTech business ("Assignment Entity") in anticipation of the future separation of the Philips Group, subject to Philips providing written notice to the other Party, but without the need for the other Party's consent. Upon the effective date and to the extent of the Assignment, Philips shall be released and discharged from all obligations and liabilities under this Agreement. Such release and discharge shall be complete and shall not be altered by the termination of the affiliation between Philips and the Assignment Entity. Parties shall sign all necessary documents and provide all co-operation as necessary or desirable to effect the Assignment as requested by Philips.

13. GOVERNING LAW AND FORUM

All offers, confirmations and Agreements are governed by and construed in accordance with the laws of Romania. All disputes arising out of or in connection with any Agreement shall first be attempted by Buyer and Philips to be settled through consultation and negotiation in good faith in a spirit of mutual cooperation. All disputes, which cannot be resolved amicably shall be submitted to the competent jurisdiction of the courts of Bucharest, Romania. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to any offer, confirmation or Agreement. Nothing in this Section 13 shall be construed or interpreted as a limitation on either Philips' or Buyer's right under applicable law for injunctive or other equitable relief or to take any action to safeguard its possibility to have recourse on the other party.



14. BREACH AND TERMINATION

Without prejudice to any rights or remedies Philips may have under the Agreement or at law, Philips may, by written notice to Buyer, terminate with immediate effect the Agreement or any part thereof without any liability whatsoever, if:

- (a) Buyer violates or breaches any of the provisions of the Agreement;
- (b) any a trustee or receiver is appointed over Buyer, or any assignment is made for the benefit of creditors of Buyer.

Upon occurrence of any of the events referred to above, all payments to be made by Buyer under the Agreement shall become immediately due and payable.

In the event of cancellation, termination or expiration of an Agreement the terms and conditions destined to survive such cancellation, termination or expiration shall so survive.

15. MISCELLANEOUS

(a) In the event that any provision(s) of these GCS shall be held invalid or unenforceable by a court of competent jurisdiction or by any future legislative or administrative action, such holding or action shall not negate the validity or enforceability of any other provisions thereof. In the event that any provision of these GCS shall finally be determined to be unlawful or unenforceable, such provision shall be deemed severed from these GCS, but every other provision shall remain in full force and effect, and in substitution for any such provision held unlawful or unenforceable, there shall be substituted a provision of similar import reflecting the original intent of the clause to the extent permissible under applicable law.

(b) The failure on the part of either party to exercise, or any delay in exercising, any right or remedy arising from the Agreement shall not operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy arising there from preclude any other or future exercise thereof or the exercise of any other right or remedy arising from the Agreement or from any related document or by law.

PHILIPS LIGHTING ROMANIA SRL

Administrators,

Bogdan Balaci



Roxana Ciocanau



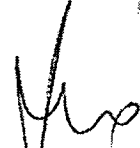


AWT INTERNATIONAL d.o.o.

Chairman of the Board,

Miho Glavić




Saša Kolenko

ANNEX C

TRADEMARKS

For the purpose of advertising and selling the Products in the Territory, permission is hereby granted to Distributor for the duration of the Distribution Agreement to use the Label in advertisements and in printed advertising matter, in its showrooms, exhibition stands, on its delivery vans and premises, strictly subject to the following conditions:

Distributor may use the Label on its official stationery, provided that such use shall be smaller and less prominent than Distributor's logo or trading style. Distributor may not copy or use the grid or design of Philips' official stationery. Distributor may also indicate on both its stationery and advertising and promotional materials that it is an appointed distributor of certain Philips branded products.

Insofar as advertisements, showrooms and exhibition stands are exclusively devoted to Philips branded products, the advertisements, showrooms and exhibition stands may adopt and use the Philips style.

On its websites, Distributor may use the Label with the indication "Authorised Distributor", to indicate its status as an authorised Philips' dealer or to identify the specific Philips products that it sells.

So as to avoid confusion to internet users, Distributor shall not copy or imitate the style of the Philips website onto its own web site. However, links may be created to specific Philips' websites pages via the use of one of the Philips' official 'buttons' or by highlighting and/or underlining the word "Philips" on the web site or by the specified product concerned in the text or by stating the relevant Philips' Uniform Resource Locators (URLs).

The Label shall only be used in a form previously approved by Philips in writing, and Distributor shall submit to Philips all proposals and drafts for such approval. In the event Philips disapproves of any proposal or drafts, Distributor shall adjust the drafts in accordance with Philips' instructions.

Distributor is not allowed to use the Philips wordmark, the Philips Shield or the tag line "Innovation and you".

If Distributor does not adhere to the directions and guidelines provided by Philips and Distributor fails to remedy this deficiency within one month from written notice to that effect by Philips, Philips shall have the right to revoke Distributor's right to use the Label forthwith.

Distributor may not use for its own commercial activities any company name, trade name, domain name, or other name, indication or description, of which the name Philips or any name similar name forms part.



Distributor shall not alter, remove, cover in any manner the trademarks or the serial, model or type numbers attached or affixed to the Philips Products.

Distributor acknowledges all right, title and interest of the registered proprietor Koninklijke Philips N.V. in and to the name Philips and the wordmark Philips. Distributor shall not obtain any rights to said name or trade mark by the use or marketing of the Philips Products marked or branded with said name or trade mark. The use thereof as permitted hereunder shall not be construed as use for Distributor's benefit.

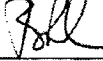
Philips may unilaterally modify the Label and the Guidelines. Distributor shall comply with any and all such modifications as required by Philips within three (3) months after receipt of notice.

Upon termination of the Distribution Agreement for any cause and however arising, Distributor shall cease any and all uses of the name Philips and the Label.

PHILIPS LIGHTING ROMANIA SRL

Administrators,

Bogdan Balaci



Roxana Ciocanau



AWT INTERNATIONAL d.o.o.

Chairman of the Board,

Miho Glavić




Saša Kolenko

ANNEX D
SUPPLY CHAIN SERVICES

In case of any conflict between provisions of this Annex and provisions of any other Annex to the Agreement or Agreement itself, the provisions of such other Annex and/or the Agreement shall prevail.

1. **Minimum Order Quantity** is the minimum order volume of Products accepted by Philips, Box quantity (the volume within one box), Pallet quantity (the volume in one pallet) may create part of Price List issued by Philips in accordance with this Agreement.
2. **Order intake:** Purchase Orders can be sent by Distributor in written format via e-mail or by electronic way via respective internet application of Philips.
3. **Order & Delivery time confirmation** shall be managed by Philips via email or electronic way usually within 2 days after order placement. In case the confirmation is not issued or requires additional clarification Distributor shall contact Philips Customer Service department.
4. **Delivery Process** starts with the Products issued from warehouse and ends with delivery of shipment on site. As part of standard delivery service Philips provide the followings, if defined in the Agreement:
 - (a) Except Parties agree otherwise in written form in advance, the Philips delivers the products on agreed weekday including delivery hours instructions according to the Agreement;
 - (b) Agreed contact person of Distributor for handover of delivery:
Aleksandar Pavlovic, apavlovic@awt.rs
 - (c) Products are delivered on pallets and full boxes, secured with tapes or foiling, cartons placed between every layers. An order of amount of pieces of Products which does not correspond with whole package (amount of pieces in the actual package) shall be automatically adjusted during processing so that it corresponds with the closest whole package. The size of the whole package is stated in the TradeLink system (ordering system);
 - (d) Products are delivered with the agreed transport documents (e.g. Delivery note, Pallet content list/Packing list, CMR, Proof of Delivery).
6. Distributor shall have option to use pick up delivery condition (i.e. organize transport by itself and pick up the shipment in the warehouse) based on agreement with Philips
7. Upon agreement on reimbursement of costs incurred the Parties may also agree that Philips may provide the followings:
 - (a) Delivery of Products out of the agreed day;
 - (b) Delivery of Products on defined time slots. Time slots can be different on each delivery but cannot be shorter than 1 hour and have to be rounded to quarters (xx:00, xx:15, xx:30 or xx:45);



- (c) Pre-informing of defined owner of Product for handover of delivery (announcement of delivery time appointments);
- (d) Unpack certain packages (Products marked in the Price List as allowed to unpack - yes). Every broken box invoiced as a separate item, whereas fee for broken box must not apply to all product ranges;
- (e) Transport documents ((Delivery note, Pallet content list/Packing list, CMR, Proof of Delivery) can be sent to Distributor in electronic way;
- (f) Summary of Products shipped on each shipping day;
- (g) Parcel service;
- (h) Rush delivery. A Rush Order is used to reduce picking time and/or delivery time.
- (i) Direct delivery option is used from factory to end customer to reduce lead time. Distributor is charged if Products delivered earlier than first confirmed delivery date.
- (j) Article clean pallets (one type of Product in one pallet), Delivery note clean pallets (1 delivery note 1 pallet), Do not stack pallets, Pallet type (exchangeable or through away/ EUR or other type), Logo and Business unit text(special labeling), Loading as per instruction, Loose loading (Products packed not on pallet but using boxes), Special Vehicle and unloading equipment, extra protection of pallets on top of standard shrink/wrap foils
- (k) Distributor can define a maximum height / weight of all the collies it's delivered. Max height has to be multiplication of 20 cm (max 200 cm), weight has to be multiplication of 100 kg (max 1 000 kg).

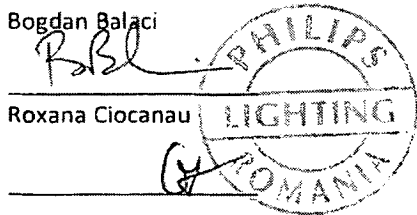
8. All communications between Distributor and Philips with respect to Supply Chain subjects has to be done via Customer Service department and Key Account Manager of Philips. Customer Service Manager organizes periodic Distributor visits in yearly level. During this meeting Parties review

- (a) monitored Supply Chain Service level;
- (b) Logistics way of working;
- (c) Sell out data;
- (d) stock status of Distributor;
- (e) all Supply chain conditions and related subjects.

PHILIPS LIGHTING ROMANIA SRL
Administrators,

Bogdan Balaci

Roxana Ciocanau



AWT INTERNATIONAL d.o.o.
Chairman of the Board,

Miho Glavic

Saša Kolenko

Additional Act

to DISTRIBUTION AGREEMENT no. LI/HR/DTB/016/18.04.2016

The parties:

- **PHILIPS LIGHTING ROMANIA SRL**, headquartered in Bucharest, Barbu Vacarescu Bldv.no 301-311, Lakeview Office Building, floor 9/1, room 1, 2nd district, registered with the Trade Register under no. J40 / 7963/2015, having unique code no. RO 34715280 , bank account no. RO44CITI0000000724421008 opened at Citibank Europe plc, Dublin - Romania Branch, represented by Administrators and Bogdan Balaci and Roxana Ariadna Ciocanau

and

AWT INTERNATIONAL d.o.o., with its seat at Slavonska avenija 52/a, 10000 Zagreb, Croatia, legally registered at Trade registry under the no. 080059741, Sole registration Code HR57159149897, dully represented by Miho Glavić as Chairman of the Board

agreed the conclusion of this Additional Act under the following conditions:

1. To prolong the duration of the agreement no. LI/HR/DTB/016/18.04.2016 concluded by the parties, until the date of 31.12.2017.
2. Philips shall not be obliged to pay penalties that would exceed 10% of the contract value for none of its past due obligations.
3. Independent of any and / or other provisions of this contract, the total liability of Philips for all and any claims of any kind arising from or in connection with this agreement (including, but not limited to any compensation, penalties, damages and / or damages) will not exceed 20% of the total contract value.
4. Philips shall not be liable for any loss of profit, savings, data, reputation, goodwill, with character indirect, incidental and / or punitive damages and any other consequential damages or other special characters, whether such damages is based on a contractual or tort liability nature, even if it has been informed and is aware of the possibility of such damages.
5. The limitations and exclusions set forth above in the point 2 and 3 shall apply only to the extent permitted by applicable mandatory law.
6. The Parties acknowledge that the provisions of the agreement and of this additional act has been negotiated and concluded between professionals having equal position.
7. The parties hereby expressly agree to all clauses of the agreement and of this additional act, including those that could be classified as unusual as provided by Article 1203 of Romanian Civil Code.



This Additional Act was concluded and signed today, 05.01.2017 in 2 (two) copies, 1 (one) for each signatory party, representing their free clear, explicit and unequivocal will.

PHILIPS LIGHTING ROMANIA SRL

Administrators,

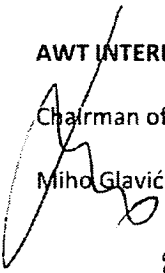

Bogdan Balaci

Roxana Ariadna Ciocanau

AWT INTERNATIONAL d.o.o

Chairman of the Board,

Miho Glavić



International d.o.o.

Philips Lighting Romania SRL

301-311 Barbu Vacarescu Blvd., Lakeview Office Building, 9/1 floor, room no. 1, 2nd district, 020276 Bucharest, Romania

GENERAL PARTNER CONDITION SHEET 2016

Company: **AWT International d.o.o.**
 Address: **Silavska avenija 52/e 10000 Zagreb Croatia**
 SAP Number: **38500383**

Telephone: _____
 Contact Lighting: **Dama Tarkov**
 E-mail: **dama.tarkov@awt.hr**
 Currency: **EURO (€)**

STANDARD DISCOUNT
 (based on commercial agreement and value proposition)

BG Lamps: **43%** Consumer & Professional Products
 BG LED: **43%** LED Lamps
 BG Home: **43%** Consumer Luminaires Philips Massive Line 2014

PAY FOR PERFORMANCE TRADE TERMS

Crédit limit: **179,000 €**
 Payment Terms: **60** Days after invoice date
 Efficient Ordering: **TradeLink Online**
 Minimum shipment value: **3,000 €**
 Promotional activities: **YES** End-user approach activities

BONUS AGREEMENT 2016

QUARTERLY BONUS

Agreed sales plan	Quarter	Q1	Q2	Q3	Q4
BG Lamps			30000	35000	30000
BG LED			70000	200000	30000
BG Home				100000	5000
TOTAL			100000	335000	65000

% PPR: **1%**
 BG Lamps, BG LED, BG Home: **100%**

MARKETING ACTIVITIES (Co-op marketing) % PPR: **3%**

Marketing activity plan to be carried out in the coming quarter must be previously consulted with Philips KAM and agreed with Philips Marketing Manager in compliance with Philips One Level & Point of Sale.
 Marketing activity bonus is conditional and based on 50/50 investment ratio between Philips Partner and Philips Lighting. Bonus shall be granted only if the Partner provides supporting documentation for the performance of the agreed activities.

CONDITION FOR QUARTERLY PPR PAYMENT

Accounts Receivable	Value paid	% x calculated PPR end of quarter		
% PPR	0%	50%	100%	
Overdue / AR	> 5%	1 - 5%	< 1%	

YEARLY BONUS

TURNOVER GROWTH vs. LY (reference base: LY Sales)	% PPR	0.5%	1%	1.5%	2%
BG Lamps		0 - 3%	3% - 8%	8% - 10%	> 10%
BG LED		0 - 3%	3% - 8%	8% - 10%	> 10%
BG Home		0 - 3%	3% - 8%	8% - 10%	> 10%

CONDITION FOR ANNUAL PPR PAYMENT


Accounts Receivable	Value paid	% x calculated PPR end of quarter		
% PPR	0%	50%	100%	
Overdue / AR	> 5%	1 - 5%	< 1%	

REMARKS:

- In case of defective products from BG Lamps, BG LED and BG Home portfolios:
 - The Partner shall send the quarterly defective products report, in compliance with the provided form;
 - KAM Philips shall verify the data provided by the Partner and shall confirm the authenticity thereof;
 - The Partner shall provide Philips with the handover/takeover protocol of the defective products, concluded with any association responsible for the collection of electrical equipment at the end of their life service;
 - Complaints regarding defective products shall be accepted in the amount of maximum 0.5% of the value of purchases performed during the previous term (quarter/year).
 - The invoices for broken products shall be issued as the defective products protocols are sent (on a quarterly basis), accompanied by recycling company protocols.

For BG PLS, all defective products will be claimed to Philips Lighting office according to warranty procedures. For Ledinaire, defective products, customers will receive credit notes, and professional products will be replaced or credited.

None of these clauses shall not be interpreted as an infringement of the applicable legal provisions regarding the producer legal responsibilities for defective products or WEEE.
- WEEE fee is excluded from bonus base calculation

<p>PHILIPS LIGHTING ROMANIA SRL</p> <p>KAM: Dama Tarkov</p> <p>Financial controller South: Roxana Ciocanau</p> <p>Commercial Lighting Manager South: Bogdan Bafaci</p>	 <p>Signature: _____</p> <p>Signature: _____</p> <p>Signature: _____</p>	<p>AWT INTERNATIONAL d.o.o.</p> <p>Lighting Buyer: _____</p> <p>Commercial Manager: Saša Kolenko</p> <p>General Manager: _____</p>
--	---	--

AWT International d.o.o.

Philips Lighting Romania SRL
 301-311 Barbu Vacarescu Bd., Lakeview Office Building, 9/1 floor, room no. 1, 2nd district, 020276 Bucharest, Romania

PARTNER GENERAL CONDITION SHEET 2017

Company: **AWT INTERNATIONAL d.o.o.**
 Address: **Slavonska avenija 52/a, 10 000 Zagreb, Croatia**
 SAP Number: **38500380**

Telephone: _____
 Contact Lighting: **Damir Turkalj**
 E-mail: **damir.turkalj@philips.com**
 Currency: **EURO (€)**

STANDARD DISCOUNT
 (based on commercial agreement and value proposition)

BG Lamps	40%	Consumer & Professional Products
BG LED	40%	LED Lamps
BG Home	40%	Consumer Luminaires (Philips, Messive, Lho, Instyle)

FINANCIAL TERMS

Credit Limit	178,000 €	Days after invoice date
Payment Terms	60	
Efficient Ordering	TradeLink Online	
Minimum order value	5,000 €	
Promotional activities	YES	End-user approach activities

BONUS AGREEMENT 2017

QUARTERLY BONUS

AGREED SALES PLAN

Quarter	Q1	Q2	Q3	Q4
Consumer Lamps				
Professional Lamps				
BG LED				
BG Home				
TOTAL				

KPI	TURNOVER GROWTH vs. LY		
	1% - 5%	5% - 10%	10+%
BG Lamps + LED	1%	2%	3%
BG HOME	1%	2%	3%

MARKETING ACTIVITIES
 (Co-op marketing)

% PPR **3.0%**

Marketing activity plan to be carried out in the coming quarter must be previously consulted with Philips KAM and agreed with Philips Marketing Manager in compliance with Philips Directives & Policies.

Marketing activity bonus is conditional and based on 60:50 investment ratio between Philips Partner and Philips Lighting; Bonus shall be granted only if the Partner provides supporting documentation for the performance of the agreed activities.

CONDITION FOR QUARTERLY PPR PAYMENT

Accounts Receivable	Value paid	% x calculated PPR end of quarter		
		0%	50%	100%
	% PPR	> 5%	1% - 5%	< 1%

REMARKS:

- In case of defective products from BG Lamps, BG LED and BG Home portfolios:
 - The Partner shall send the quarterly defective products report, in compliance with the provided form;
 - KAM Philips shall verify the data provided by the Partner and shall confirm the authenticity thereof;
 - The Partner shall provide Philips with the handover/takeover protocol of the defective products, concluded with any association responsible for the collection of electrical equipment at the end of their life service;
 - Complaints regarding defective products shall be accepted in the amount of maximum 0.5% of the value of purchases performed during the previous term (quarter/year).
 - The invoices for broken products shall be issued as the defective products protocols are sent (on a quarterly basis), accompanied by recycling company protocols.

For BG PLS, all defective products will be claimed to Philips Lighting office according to warranty procedures. For Ledinaire, defective products, customers will receive credit notes, and professional products will be replaced or credited.

None of these clauses shall not be interpreted as an infringement of the applicable legal provisions regarding the producer legal responsibilities for defective products or WEEE.
- WEEE fee is excluded from bonus base calculation

PHILIPS


PHILIPS LIGHTING ROMANIA SRL			AWT INTERNATIONAL d.o.o.		
KAM	Date	Signature	Lighting Buyer	Date	Signature
Damir Turkalj	.....	.....	31.01.2017	.....	.....
Financial controller South	Date	Signature	Commercial Manager	Date	Signature
Roxana Ciocanau	.....	.....	.....	.....	.....
Commercial Lighting Manager South	Date	Signature	General Manager	Date	Signature
Bogdan Bataci	.....	.....	Saša Kolenko	.....	.....

AWT
 International d.o.o.

ODVIJETNIČKO DRUŠTVO
KOVČIČEVIĆ PRPIĆ SIMEUNOVIĆ
Zagreb, Ulica Augusta Šenoae 1

Masa: 275g
08.07FB 2 29.06.17 20:35:14 16.80

R 10000 ZAGREB
RC 38 656 845 7 HR



FINANCIJSKA AGENCIJA
ODJEL ZAPOSREDNICE - ZAGREB

03-07-2017

PRILOG ZAPOSREDNICE
PROSJEK IZPOSREDNICE
BLAGO

AN

AR

FINANCIJSKA AGENCIJA
RC ZAGREB
ULICA GRADA VUKOVARA 70
10 000 ZAGREB