

## JAGAR & GREBENAR

ODVJETNIČKO DRUŠTVO • LAW FIRM  
RECHTSANWALTSGESELLSCHAFT  
ZAGREB • CROATIA

JAGAR &  
GREBENAR  
Odvjetničko društvo

Ninoslav Jagar  
Krešimir Grebenar

U Zagrebu, dana 09. veljače 2021. godine

**FINANCIJSKA AGENCIJA**  
**Regionalni centar Zagreb**  
**„Za predstečajni postupak**

Ulica grada Vukovara 70  
10000 Zagreb

**FINANCIJSKA AGENCIJA**  
ODSIJEK ZA PRIJEM, EVIDENTIRANJE  
I POHRANU OSNOVA ZA PLAĆANJE  
ZAGREB 2

**12 -02- 2021**

PREDSTEČAJNE NAGODBE  
PRIMANJE I OTPREMA POSTE

KLASA:

UR. BROJ:

Masarykova 15  
HR-10000 Zagreb  
Hrvatska • Croatia

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jagar@jmg.hr

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Poslovni broj: St-15/2021 (Trgovački sud Varaždin)

Predstečajni postupak

### Vjerovnik:

**Evonik Operations GmbH**, Savezna Republika Njemačka, 45128 Essen, Rellinghauser StraÙe 1-11, OIB: 35801341922, zastupano po punomoćnicima Ninoslavu Jagaru i Krešimiru Grebenaru, odvjetnicima u JAGAR & GREBENAR odvjetničkom društvu iz Zagreba, Masarykova 15

### Dužnik:

**LUPRES d.o.o.**, Bartolovec, Varaždinska 40, OIB: 17410623919

## PRIJAVA TRAŽBINE

-vjerovnika u predstečajni postupak

-3x

-punomoć

-prilozi

I Rješenjem Trgovačkog suda u Varaždinu, posl.br. St-15/21 od 13. siječnja 2021.god., objavljenim istog dana na mrežnoj stranici e-oglasna ploča Trgovačkog suda u Varaždinu, otvoren je predstečajni postupak nad dužnikom.

II Vjerovnik ovim putem u ostavljenom roku prijavljuje tražbinu prema dužniku u ukupnom iznosu od 1.341.718,94 kn. Navedenu tražbinu čine glavnica i zakonske zatezne kamate. U privitku se dostavlja i obračun kamata koje su izračunate od dospijeca pa do dana otvaranja ovog predstečajnog postupka, pri čemu je dobiveni iznos množen sa srednjim

JAGAR & GREBENAR, Odvjetničko društvo • Law firm • Rechtsanwaltsgesellschaft,  
Masarykova 15, 10000 Zagreb, Hrvatska • Croatia • Kroatien

Trgovački sud u Zagrebu, MBS 080626286

OIB 50338508399; MB 2282488; PIB (Ust-IdNr) HR50338508399;

Zagrebačka banka d.d., Swift code ZABA HR 2X

IBAN: HR6123600001101981546

## ***JAGAR & GREBENAR***

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tečajem HNB-a važećim na dan otvaranja ovog predstečajnog postupka kako bi se kamate iskazale u kunama. Slijedom navedenog, gore navedenu prijavljenu tražbinu čine i zatezne kamate u visini od 6.015,06 EUR što predstavlja 45.412,14 kn.

**Dokaz:**

- Popunjeni obrazac 3.
- Ugovor o distribuciji od 09.10.2017.
- izvadak iz poslovnih knjiga – otvoreni stavci
- ovjereni prijevod izvatka iz poslovnih knjiga – otvoreni stavci
- Prikaz tečajne liste HNB-a važeće na dan 13. siječnja 2021. god.
- obračun zateznih kamata


III Vjerovnik napominje da je on pravni slijednik društva Evonik Nutrition & Care GmbH, sa sjedištem u 45128 Essen, Rellinghauser StraÙe 1-11, SR Njemačka, upisano u trgovačkom registru Općinskog suda Essen pod br. HRB 25784, OIB: 64516050977. Naime, navedeno društvo je bilo vjerovnik dužnika te mu ispostavljalo račune za isporučenu robu koju dužnik nije platio, a u međuvremenu je društvo Evonik Nutrition & Care GmbH pripojeno ovdje vjerovniku, što je razvidno iz ovjerenog prijevoda dijela izvatka iz sudskog registra vjerovnika.

**Dokaz:**

- ovjerena preslika djela izvatka iz sudskog registra za vjerovnika

**Evonik Operations GmbH**

pp

  
**ODVJETNIK**  
**BRUNO MONIĆ**  
ZAGREB, Masarykova 15

***JAGAR & GREBENAR***  
ODVJETNIČKO DRUŠTVO • LAW FIRM  
RECHTSANWALTSGESELLSCHAFT  
Masarykova 15 • 10000 Zagreb-HR

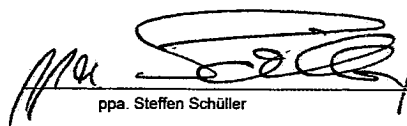
**P U N O M O Ć**  
Vollmacht

**JAGAR & GREBENAR**  
ODVJETNIČKO DRUŠTVO  
RECHTSANWALTSGESELLSCHAFT  
Masarykova 15, HR-10000 Zagreb-HR

<p>Ovlašćujem(o) da me (nas) pravno zastupa</p> <p style="text-align: center;"><b>Odvjetničko društvo JAGAR &amp; GREBENAR</b> Odvj. Ninoslav Jagar Odvj. Krešimir Grebenar</p> <p style="text-align: center;">Masarykova 15, HR-10000 Zagreb, Hrvatska</p> <p>U <u>predstečajnom postupku</u>, koji se vodi</p> <p>pred <u>Trgovačkim sudom u Varaždinu / Financijskom agencijom (FINA)</u></p> <p>pod poslovnim brojem <u>St-15/2021</u></p> <p>na tužbu (prijedlog, optužnicu) _____</p> <p>protiv <u>LUPRES d.o.o., Varaždinska 40, Bartolovec, OIB: 17410623919</u></p> <p>radi <u>prijave tražbine i poduzimanja svih drugih radnji u postupku</u></p> <hr/> <p>Ovlašćujem(o) imenovanog da me (nas) zastupa u svima mojim (našim) pravnim poslovima u sudu i izvan suda kao i kod svih drugih državnih organa te da radi zaštite i ostvarenja mojih (naših) na zakonu zasnovanih interesa poduzima sve pravne radnje i upotrijebi sva na zakonu zasnovana sredstva, a osobito da podnosi tužbe, povuče ih, prizna tužbeni zahtjev ili se odrekne tužbenog zahtjeva, podnosi prijedloge i ostale podneske, da u moje (naše) ime sklopi nagodbu te da za mene (nas) prima novac i novčane vrijednosti i da o tome izdaje potvrde.</p> <p>Pristajem(o) da ga za slučaj spriječenosti zamijeni: Odvj. Luka Zupčić, Odvj. Bruno Monić, Filip Đekić, mag. iur., odvjetnički vježbenik u odvjetničkom društvu JAGAR &amp; GREBENAR.</p>	<p>Ich (wir) bevollmächtigte(n) zur <del>rechtlichen</del> Vertretung die</p> <p style="text-align: center;"><b>Rechtsanwaltsgesellschaft JAGAR &amp; GREBENAR</b> RA Ninoslav Jagar RA Krešimir Grebenar</p> <p style="text-align: center;">Masarykova 15, HR-10000 Zagreb, Kroatien</p> <p>Im <u>Vorinsolvenzverfahren</u></p> <p>vor dem <u>Handelsgericht in Varaždin / Finanzagentur (FINA)</u></p> <p>unter dem Aktenzeichen <u>St-15/2021</u></p> <p>auf Grund der Klage (Antrag, Anklage) _____</p> <p>gegen <u>LUPRES d.o.o., Varaždinska 40, Bartolovec, OIB: 17410623919</u></p> <p>wegen <u>Forderungsanzeige und Vornahme sämtlicher Verfahrenshandlungen</u></p> <hr/> <p>Wir bevollmächtigen ihn, mich (uns) in sämtlichen rechtlichen Angelegenheiten vor Gericht und außergerichtlich sowie bei allen anderen staatlichen Organen zu vertreten und zum Schutz und Verwirklichung meiner (unserer) Rechte und gesetzlich begründeten Interessen alle notwendigen Handlungen vorzunehmen und gesetzlich vorgesehene Maßnahmen zu ergreifen, insbesondere Klagen zu erheben, sie zurückzuziehen, den Klageantrag anzuerkennen oder auf diesen zu verzichten; Anträge zu stellen, in meinem (unserem) Namen einen Vergleich abzuschließen, sowie für mich (uns) Geld in Empfang zu nehmen und darüber Empfangsbestätigungen auszustellen.</p> <p>Im Falle einer Verhinderung kann ihn vertreten: RA Luka Zupčić, RA Bruno Monić, Filip Đekić, mag. iur., Rechtsreferendar in der Rechtsanwaltsgesellschaft JAGAR &amp; GREBENAR.</p>
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U/In Hanau, dana/den 16. Februar 2021

**Evonik Operations GmbH,**  
OIB: 35801341922, zastupano po / vertreten durch:

 ppa. Steffen Schüller

 ppa. Michael Renner



**Evonik Operations GmbH**

### Obrazac 3.

#### FINANCIJSKA AGENCIJA

OIB: 85821130368

RC Zagreb, Ulica grada Vukovara 70, 10000 Zagreb

(adresa nadležne jedinice)

Nadležni trgovački sud Varaždin

Poslovni broj spisa St-15/2021

#### PRIJAVA TRAŽBINE VJEROVNIKA U PREDSTEČAJNOM POSTUPKU

##### PODACI O VJEROVNIKU:

Ime i prezime / tvrtka ili naziv

Evonik Operations GmbH

OIB 35801341922

Adresa / sjedište

Savezna Republika Njemačka, 45128 Essen, Rellinghauser Straße 1-11

##### PODACI O DUŽNIKU:

Ime i prezime / tvrtka ili naziv

LUPRES d.o.o.

OIB 17410623919

Adresa / sjedište

Bartolovec (Općina Trnovec Bartolovečki), Varaždinska 40

##### 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)

##### Ugovor o distribuciji od 09.10.2017. i računi

Iznos dospjele tražbine 1.341.718,97 (kn)

Glavnica 1.296.306,83 (kn)

Kamate 45.412,14 (kn)

Iznos tražbine koja dopijeva nakon otvaranja predstečajnog postupka

- (kn)

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

Izvadak iz poslovnih knjiga

Vjerovnik raspolaže ovršnom ispravom DA ~~NE~~ za iznos                      (kn)

Naziv ovršne isprave

**PODACI O RAZLUČNOM PRAVU:**

Pravna osnova razlučnog prava

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Dio imovine na koji se odnosi razlučno pravo

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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

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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, 09. 02. 2021.

Potpis vjerovnika

**ODVJETNIK  
BRUNO MONIĆ**  
ZAGREB, Masarykova 15

**JAGAR & GREBENAR**  
ODVJETNIČKO DRUŠTVO • LAW FIRM  
RECHTSANWALTSGESELLSCHAFT  
Masarykova 15 • 10000 Zagreb-HR

## DISTRIBUTION AGREEMENT (non-exclusive)

between

Evonik Nutrition & Care GmbH, having a place of business at Rellinghauser Straße 1-11,  
45128 Essen, Germany,

- hereinafter individually or collectively referred to as "EVONIK", as the case may be -

and

Lupres d.o.o., having a place of business at Varaždinska 40, 42202 Trnovec Bartolovečki, Croatia

- hereinafter referred to as "DISTRIBUTOR" -

### Recitals

WHEREAS, EVONIK manufactures and/or sells, by its various business lines, a broad range of specialty chemicals; and

WHEREAS, EVONIK in general performs its sales according to a three-channel distribution system consisting of the following channels

- (i) direct supply to large multinational customers,
- (ii) direct supply to large regional customers that are supported by EVONIK's regional sales organization and
- (iii) small customers business via distribution partners; and

WHEREAS, the DISTRIBUTOR possesses a well-established distribution network in the TERRITORY and an adequate organisation to promote and develop the sales of specialty chemicals; and

WHEREAS, EVONIK and the DISTRIBUTOR are interested in agreeing upon their distribution cooperation based on the following terms and conditions.

NOW, THEREFORE, EVONIK and the DISTRIBUTOR agree as follows:

## **List of Exhibits**

### **Annex 1: Attachments**

- Attachment 1: PRODUCTS
- Attachment 2: TERRITORY
- Attachment 3: SALES TARGETS and Forecast
- Attachment 4: Payment Conditions
- Attachment 5: Price List
- Attachment 6: Minimum Order Quantities
- Attachment 7: Storage and Transport

### **Annex 2: EVONIK's General Conditions of Sale and Delivery**

### **Annex 3: EVONIK's compliance rules and international standards**

Annex 3.1: Compliance Statement

Annex 3.2: REACH: EC-Regulation No. 1907/2006 (publicly available and therefore not attached)

## Article 1 - Definitions

The terms used in this AGREEMENT are defined as follows (regardless of their usage in singular or plural):

- 1.1 AFFILIATE shall mean any entity that directly or indirectly, itself or through one or more intermediaries, is controlled by or under common control with the entity specified. "Control" hereby means the possession, directly or indirectly, of the power to direct or cause the direction of the management and/or operating policies of the entity in respect of which the determination is being made, through the ownership of voting securities, contract or otherwise.
- 1.2 AGREEMENT shall mean this Distribution Agreement between EVONIK and the DISTRIBUTOR, including the Annexes attached hereto.
- 1.3 EFFECTIVE DATE shall mean the date on which this AGREEMENT comes into force pursuant to Article 11.1 or as otherwise provided herein.
- 1.4 PARTY shall mean EVONIK or the DISTRIBUTOR, as the case may be; PARTIES shall mean EVONIK and the DISTRIBUTOR.
- 1.5 PRODUCTS shall mean the products as set forth in Annex 1 / Attachment 1. EVONIK reserves the right to cancel each of the PRODUCTS with a notice period of 3 months to the end of a calendar month.
- 1.6 SALES TARGETS shall mean the sales targets as set forth in Annex 1 / Attachment 3.
- 1.7 TERRITORY shall mean the national territory or parts thereof of the country/countries set forth in Annex 1 / Attachment 2.
- 1.8 TRADE MARKS shall mean the brand names or trademarks for the relevant PRODUCTS, whether or not registered with the trademark office.
- 1.9 UMBRELLA BRAND shall mean Evonik Industries AG's umbrella brand including, without limitation, any word marks, figurative marks and any combined word/figurative marks containing "Evonik", whether or not registered with the trademark office.



## **Article 2 - Scope of the AGREEMENT**

- 2.1 Save as otherwise provided for in Articles 2.2 and 11.5 of this AGREEMENT, the DISTRIBUTOR assumes the non-exclusive distributorship for the sale of PRODUCTS to current and future customers having their registered office or place of business in the TERRITORY. Upon the EFFECTIVE DATE, the DISTRIBUTOR shall, in particular, take over and may supply the TRANSFERRED CUSTOMERS with respect to the PRODUCTS.

EVONIK reserves the right to reduce the size of the TERRITORY. EVONIK shall only be entitled to exercise this right in compliance with the notice period set forth in Article 11.2 of this AGREEMENT.

- 2.2 EVONIK is entitled to appoint other commercial agents or distributors for the PRODUCTS in the TERRITORY and to supply PRODUCTS directly to current and future customers (including TRANSFERRED CUSTOMERS) in the TERRITORY.
- 2.3 The DISTRIBUTOR shall act as an independent dealer for EVONIK, and shall purchase the PRODUCTS from EVONIK on its own account and sell them on to customers in the TERRITORY. The DISTRIBUTOR shall bear its own costs and expenses in performing its obligations under this AGREEMENT and shall not receive any commission. The DISTRIBUTOR bears the risk of losses arising from the inability of customers to pay.
- 2.4 Upon conclusion of this AGREEMENT, the rights and obligations according to this AGREEMENT shall apply to all sale and purchase transactions between the PARTIES that are made under or in any way related to this AGREEMENT.

The terms and conditions of this AGREEMENT shall prevail in the event of any conflict or inconsistency between (i) the terms and conditions of any sale and purchase transactions that are made under or in any way related to the subject matter of this AGREEMENT and (ii) the terms and conditions of this AGREEMENT.

This AGREEMENT in itself shall not justify any claim on the part of the DISTRIBUTOR to the conclusion of any sale and purchase transactions under or in any way related to the subject matter of this AGREEMENT.

- 2.5 The DISTRIBUTOR shall not conclude contracts on behalf of or for the account of EVONIK or bind EVONIK in any way whatsoever without the prior written consent of EVONIK.

### **Article 3 – Order Procedures, Sales Conditions, Prices, Payment Terms**

- 3.1 The DISTRIBUTOR shall pass all orders on to EVONIK in writing or through an established electronic data transfer protocol. They shall be considered accepted when confirmed by EVONIK in writing or through an established electronic data transfer protocol. The minimum order quantities for the PRODUCTS are set forth in Annex 1 / Attachment 6.
- 3.2 All sales to the DISTRIBUTOR shall be subject to the provisions of this AGREEMENT, including EVONIK's General Conditions of Sale and Delivery prevailing at the date of confirmation of the DISTRIBUTOR's order, according to the priority order set forth in Article 12.8. The version of EVONIK's General Conditions of Sale and Delivery valid as of the EFFECTIVE DATE is set forth in Annex 2.
- 3.3 The prices valid for the PRODUCTS upon the coming into effect of this AGREEMENT that are to be paid by the DISTRIBUTOR to EVONIK are as set forth in Annex 1 / Attachment 5. Such prices shall be exclusive of Value Added Tax (VAT), which shall be additionally invoiced, if applicable. The PRODUCTS shall be sold from EVONIK to the DISTRIBUTOR according to the prices as agreed and according to the payment conditions as defined in Annex 1 / Attachment 4.
- 3.4 EVONIK shall invoice the PRODUCTS in EURO, unless otherwise provided for in Annex 1 / Attachment 5. The invoices issued by EVONIK shall be paid by the DISTRIBUTOR without any deduction or withholding whatsoever by bank transfer within a period of 90 days of the date of invoice, unless otherwise provided for in Annex 1 / Attachment 4. All costs, expenses, taxes, fees and other charges associated with the payment of the price, or any other amounts of money payable hereunder by the DISTRIBUTOR, whether imposed, charged or deducted by banks or other commercial or governmental institutions, bodies or authorities, shall be borne by the DISTRIBUTOR.
- 3.5 EVONIK shall deliver the PRODUCTS CIP (INCOTERMS 2010) to the DISTRIBUTOR, unless otherwise provided for in Annex 1 / Attachment 5. The PRODUCT MetAMINO®DL-Methionine shall be delivered in full truck loads.

### **Article 4 – Warranty, Liability**

- 4.1 The standard specifications of EVONIK contain the final and exclusive description of the properties and quality of the PRODUCTS, except otherwise agreed upon in writing. The standard specifications shall separately be made available to the DISTRIBUTOR.

- 4.2 The DISTRIBUTOR shall, as soon as practicable, but not later than 10 working days following receipt of the PRODUCT, inspect the PRODUCT for any variation from identity or quantity, or for any damage to packaging or defects caused during shipment that is reasonably evident from a physical inspection. If the DISTRIBUTOR fails to notify EVONIK within 10 working days of receipt of the PRODUCT of any damage to packaging or any defect which was or should reasonably have been apparent from such a physical inspection, the delivered PRODUCT in question shall be deemed to be accepted with respect to such category of defects. The same shall apply if the DISTRIBUTOR fails to notify EVONIK without undue delay after having discovered a defect which was not reasonably apparent from such physical inspection.
- 4.3 Defect claims shall only be valid if the deviation (at the time of delivery of PRODUCT) from the standard specification of EVONIK is substantial and therefore the usability of the PRODUCT is substantially reduced. In case the DISTRIBUTOR upon delivery is aware of the defectiveness of the PRODUCT, any rights of the DISTRIBUTOR deriving from such defects shall be excluded unless the DISTRIBUTOR has expressly reserved such rights in writing at the time of delivery.
- 4.4 If the PRODUCT is defective and the DISTRIBUTOR has claimed its rights accordingly, EVONIK in its own discretion may within a reasonable time supply a corresponding quantity of PRODUCT or rectify the defects in the PRODUCT (if capable of rectification). Should the remediation fail, the DISTRIBUTOR shall be entitled to reasonably abate the payments for the defective quantity of PRODUCT or to demand further remediation. If and to the extent EVONIK fails to remedy the defect several times, the DISTRIBUTOR may with regard to the quantity of PRODUCT not remedied enforce its statutory right of rescission. Furthermore, the DISTRIBUTOR may be entitled to reimbursement for its reasonable expenses incurred in connection with EVONIK's remediation.
- 4.5 UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, EVONIK MAKES NO REPRESENTATION OR WARRANTY OF FITNESS OF THE PRODUCT FOR A PARTICULAR PURPOSE OR USE, OF ITS MERCHANTABILITY, OR ANY OTHER REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS OR IMPLIED.
- 4.6 Unless otherwise provided in this AGREEMENT, EVONIK's entire liability under this AGREEMENT for any and all damages, losses and costs resulting from the delivery of defective PRODUCT or from any delayed delivery or arising from any other cause in law shall never exceed the invoice value of the relevant shipment and the term "relevant

shipment” shall, in the case of a failure to supply PRODUCT in accordance with the terms of this AGREEMENT, be deemed to be all volumes of PRODUCT which would have been properly delivered if EVONIK had complied with its obligations under this AGREEMENT.

- 4.7 EVONIK shall in no event be liable for ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGE FROM ANY SOURCE WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, LOSS OF BUSINESS, OR OTHER FINANCIAL LOSS.
- 4.8 The limitations of liability set forth above shall not apply if EVONIK is liable for intentional or grossly negligent acts or omissions, if there are compelling reasons according to the Product Liability Law or if it concerns claims due to injury to life, body or health.
- 4.9 To the extent legally permissible, the limitation period for any claim against EVONIK shall be one year, unless there are compelling reasons according to the Product Liability Law or if it concerns claims due to injury to life, body or health.

#### **Article 5 - Duties of the DISTRIBUTOR**

- 5.1 The DISTRIBUTOR undertakes to use its best efforts to market, sell and promote the PRODUCTS, to establish the corresponding TRADE MARKS, to maintain their reputation and to safeguard the interests of EVONIK in business relationships as if they were its own. In particular, the DISTRIBUTOR undertakes to regularly visit the customers and prospective customers in the TERRITORY. The DISTRIBUTOR shall participate in pertinent fairs and exhibitions. Upon EVONIK's request, the DISTRIBUTOR shall coordinate with EVONIK the style of the fair activities, as well as the concept of its other marketing tools relating to the PRODUCTS. Any costs incurred by such participation shall be borne by the DISTRIBUTOR, unless otherwise agreed upon in writing.
- 5.2 The DISTRIBUTOR shall conduct negotiations with authorities and other bodies, where such negotiations are necessary in connection with the sale of the PRODUCTS or are requested by EVONIK. If any approvals for the marketing of the PRODUCTS should be necessary the PARTIES shall agree on how the application for such approvals will be handled.
- 5.3 The DISTRIBUTOR is obliged to handle the PRODUCTS according to EVONIK's Responsible Care regulations to be found at EVONIK's website. The DISTRIBUTOR shall furthermore ensure that the PRODUCTS are distributed together with all accompanying

documents necessary and required under the law applicable in the TERRITORY. This includes, but is not limited to, all data which must be made available to the customers with regard to product safety and product liability.

- 5.4 The DISTRIBUTOR undertakes to maintain a suitable warehouse for the PRODUCTS. The PRODUCTS shall be stored at a suitable, in particular dry, frost-free and clean place. The PRODUCTS shall be delivered according to the first in / first out principle. The DISTRIBUTOR shall hold an appropriate stock of PRODUCTS at any time in order to ensure customer supply to the place agreed with the customer within 3 working days following an order of the customer. Specific requirements with regard to storage and transport are listed in Annex 1 / Attachment 7.
- 5.5 The DISTRIBUTOR shall maintain a technically trained sales force which is familiar with the customers' application requirements and is able to give advice to the customers with regard to the applicability (suitability, properties, and necessary quantity) of the PRODUCTS. From time to time EVONIK may offer, at its own discretion and without liability, technical training sessions to improve the knowledge of the DISTRIBUTOR regarding the PRODUCTS and their applications. The DISTRIBUTOR shall attend such training sessions at its own cost.
- 5.6 The DISTRIBUTOR is obliged to provide EVONIK within 30 days following each calendar quarter with a review of the business carried out in respect of the PRODUCTS in the preceding quarter separated by type of PRODUCT and total quantities sold. This report will be provided in electronically readable form such as an Excel file. The DISTRIBUTOR shall comply with further reasonable instructions of EVONIK with respect to contents, structure and form of such business reports.
- 5.7 The DISTRIBUTOR shall assist EVONIK in drawing up sales projections for the TERRITORY and inform it of substitute products and the general market trend, examine existing markets and give an assessment of the future potential of development.
- 5.8 By the end of each third calendar quarter at the latest, the DISTRIBUTOR shall submit to EVONIK a sales volume and turnover forecast for the following period of 3 years broken down by calendar year. Article 5.6 applies accordingly. Furthermore, the DISTRIBUTOR shall submit to EVONIK a short term sales volume and turnover rolling forecast by a defined date and for defined periods as further specified in Annex 1 / Attachment 3.
- 5.9 By 15 October of each calendar year the PARTIES shall agree upon certain SALES TARGETS as defined in Annex 1 / Attachment 3 for the following calendar year. Such

SALES TARGETS shall be the basis for the performance appraisal that shall be conducted by 31 December after the aforementioned time period. The data of EVONIK's reporting system shall be used to measure the relevant sales numbers. The performance appraisal shall be conducted by the respective key contacts of EVONIK and the DISTRIBUTOR.

- 5.10 The DISTRIBUTOR is obliged to comply with the directions with regard to the technical handling of the PRODUCTS given by EVONIK in connection with the distribution of the PRODUCTS. The DISTRIBUTOR is obliged to act according to EVONIK's compliance rules and international standards as listed in Annex 3. The DISTRIBUTOR's failure to comply with the obligations set forth in the "Compliance Statement" as attached in Annex 3.1 shall entitle EVONIK to terminate this AGREEMENT for good cause with immediate effect. EVONIK's right to terminate shall be without prejudice to any other right or remedy of EVONIK in respect of the breach. The DISTRIBUTOR shall indemnify EVONIK against, and hold it harmless from, any claims, damages, costs, expenses, liabilities, loss, claims or proceedings whatsoever arising out of, or in connection with, any breach by the DISTRIBUTOR of its obligations set forth in this Article 5.

#### **Article 6 – Packaging, TRADE MARKS and UMBRELLA BRAND**

- 6.1 The packaging and labelling of the PRODUCTS shall comply with the directions given by EVONIK. The DISTRIBUTOR shall not re-package the PRODUCTS. In the event that a re-packaging has been agreed between the PARTIES, the DISTRIBUTOR shall ensure that the new packaging complies with applicable law and does not adversely affect any characteristics of the PRODUCT.
- 6.2 Under this Article 6 EVONIK also acts in the name and on behalf of its AFFILIATE owning a TRADE MARK with regard to the use of such TRADE MARK even if such AFFILIATE is not a party to this AGREEMENT.
- 6.3 The DISTRIBUTOR shall market the PRODUCTS using the TRADE MARKS where such TRADE MARKS exist. This includes the use of the TRADE MARKS on printed business matter and in advertising. The registered TRADE MARKS are to be identified by an ®.
- 6.4 In any publication, particularly of marketing activities and catalogues, the DISTRIBUTOR shall ensure that the independence and the value of the TRADE MARKS are not in any way adversely affected. When using a registered TRADE MARK the following wording shall be used: "® = Registered trade mark of an Evonik group company".

- 6.5 The DISTRIBUTOR expressly undertakes to assist EVONIK in any way in the defence of the TRADE MARKS. The DISTRIBUTOR undertakes, in particular, to monitor the market in the TERRITORY for usages which could infringe the TRADE MARKS.
- 6.6 The DISTRIBUTOR shall refrain from any action which might prejudice the rights in the TRADE MARKS, or in any way endanger the validity and distinctive features of said TRADE MARKS.
- 6.7 The DISTRIBUTOR's right to use the corresponding TRADE MARKS shall expire on the expiry or termination date of this AGREEMENT.
- 6.8 The DISTRIBUTOR acknowledges that the use of the TRADE MARKS by the DISTRIBUTOR will not create in its favour any right, title or interest in or to the TRADE MARKS. All uses of the TRADE MARKS shall inure to the benefit of EVONIK.
- 6.9 The DISTRIBUTOR shall not, without the prior written consent of EVONIK:
- (a) use the TRADE MARKS in connection with products other than the PRODUCTS regardless whether within or outside the TERRITORY;
  - (b) use trademarks of a third party in addition to or in combination with the TRADE MARKS on the PRODUCTS. The DISTRIBUTOR is however allowed to use its own or other licensed trademarks of EVONIK and/or its AFFILIATES in addition to the TRADE MARKS;
  - (c) offer or market the PRODUCTS without the TRADE MARKS;
  - (d) use the registered TRADE MARKS in a form deviating from its registered format;
  - (e) use the registered TRADE MARKS without being identified by an ® and indicating EVONIK's ownership as set forth in Article 6.3;
  - (f) use brand names or directly or indirectly register trademarks that could be confused with the TRADE MARKS, regardless whether within or outside the TERRITORY; and
  - (g) directly or indirectly register domains which are identical with or similar to the TRADE MARKS.
- 6.10 The DISTRIBUTOR may not use the UMBRELLA BRAND without the prior written consent of Evonik Industries AG. In the event that the DISTRIBUTOR wishes to use the UMBRELLA BRAND for the purpose of the distribution of the PRODUCTS under this AGREEMENT then the DISTRIBUTOR shall apply to the Corporate Marketing department

of Evonik Industries AG for such use of the UMBRELLA BRAND on the internet via the following link: <https://brand.evonik.com/brand/en/index.html>. Following examination of such application Evonik Industries AG shall decide, upon its sole discretion, whether or not consent may be given.

#### **Article 7 - Non-Competition, Restriction of Sales**

- 7.1 Within the TERRITORY, the DISTRIBUTOR shall not directly or indirectly represent, promote, manufacture, nor have manufactured nor otherwise support any product being in competition with the PRODUCTS, nor take interest in companies manufacturing, distributing or otherwise supporting products being in competition with the PRODUCTS without prior written consent of EVONIK.
- 7.2 The DISTRIBUTOR shall impose obligations on its directors, employees and - if applicable - any third parties engaged in fulfilling the DISTRIBUTOR's obligations under this AGREEMENT to not compete pursuant to Article 7.1 of this AGREEMENT accordingly.

#### **Article 8 – Trade Restriction Covenant**

- 8.1 The DISTRIBUTOR shall ensure that the handling, sale and distribution of the PRODUCTS shall be in compliance with all applicable laws and regulations.
- 8.2 The DISTRIBUTOR shall not use, sell or otherwise dispose of any of the PRODUCTS, either in or outside the TERRITORY:
- (a) for the development or production of biological, chemical or nuclear weapons;
  - (b) for the unlawful manufacture of drugs;
  - (c) in violation of embargoes;
  - (d) in violation of any legal registration or notification requirement; or
  - (e) without having obtained all relevant approvals required under applicable laws and regulations.
- 8.3 The DISTRIBUTOR's failure to comply with the obligations set forth above shall entitle EVONIK to terminate this AGREEMENT for good cause with immediate effect. EVONIK's right to terminate shall be without prejudice to any other right or remedy of EVONIK in respect of the breach.



- 8.4 The DISTRIBUTOR shall indemnify EVONIK against, and hold it harmless from, any claims, damages, costs, expenses, liabilities, loss, claims or proceedings whatsoever arising out of, or in connection with, any breach by the DISTRIBUTOR of its obligations set forth in this Article 8.

## **Article 9 - Documentation**

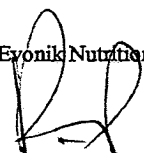
- 9.1 EVONIK shall provide the DISTRIBUTOR in due time with the data that in the reasonable judgement of EVONIK is needed to carry on its activities and, in particular, make the customary documentation in appropriate quantities available free of charge including, without limitation, brochures, samples, directions for use and other printed matter. If the DISTRIBUTOR wishes to use its own information or advertising brochures, such information and brochures will be handed out in advance to EVONIK in order to check their technical correctness.
- 9.2 All documents and samples handed out by EVONIK in accordance with Article 9.1 hereof remain the property of EVONIK, unless they are passed on to customers.

## **Article 10 - Confidentiality**

All information of a technical or business nature which is discussed with or disclosed to the other PARTY pursuant to this AGREEMENT, in writing or verbally, shall be maintained in strict confidence by the other PARTY using the same safeguards as it uses to protect its own confidential information of a similar nature. All such proprietary information shall be so protected for the term of this AGREEMENT and 5 years thereafter. During such period of protection, the receiving PARTY shall not publish or disclose to third parties or use for any purpose, other than to the extent necessary in furtherance of the efforts contemplated by this AGREEMENT, any such proprietary information without the prior express written consent of the furnishing PARTY, unless such information is:

- (a) already known to or otherwise in the possession of the receiving PARTY at the time of receipt from the disclosing PARTY pursuant to this AGREEMENT without any restriction with respect to confidentiality and non-use; or
- (b) publicly available or otherwise in the public domain; or
- (c) rightfully obtained by the receiving PARTY, without restriction and without breach of this AGREEMENT by the receiving PARTY, from a third party that has the right to divulge such information without restrictions as to disclosure or use.

The PARTIES shall ensure that their employees and representatives are bound to these confidentiality obligations.



## **Article 11 - Term and Termination**

- 11.1 This AGREEMENT shall become effective on 1 January 2018. This AGREEMENT shall, unless terminated earlier in accordance with the provisions of this AGREEMENT, continue for a 5-year period and shall automatically expire thereafter.
- 11.2 The AGREEMENT may be terminated, at any time, by either PARTY, without giving reasons, by giving 6 months' prior written notice of termination to the end of a calendar month.
- 11.3 Each PARTY has the right to terminate this AGREEMENT in writing for good cause without prior notice, especially in the event of:
- (a) insolvency of the other PARTY or if proceedings for bankruptcy, composition, reorganisation, or winding up of the other PARTY are commenced or if such proceedings are refused for such PARTY's lack of funds;
  - (b) initiation of liquidation of the other PARTY;
  - (c) major breach by the other PARTY of a material obligation under this AGREEMENT;
  - or
  - (d) continuous or repeated breach of a contractual duty under this AGREEMENT if the breaching PARTY has not terminated or remedied such breach and offered full compensation to the other PARTY within 2 months of written notice by the other PARTY of such breach, and if the other PARTY cannot reasonably be expected to further abide by this AGREEMENT.

The right to terminate this AGREEMENT shall not prejudice any other right or remedy of either PARTY in respect of any breaches of this AGREEMENT.

- 11.4 In addition, EVONIK may terminate this AGREEMENT by giving 3 months' prior written notice:
- (a) in the event of material changes in the shareholding of the DISTRIBUTOR (being 25 % or more); or
  - (b) in the event of substantial changes in the management of the DISTRIBUTOR.
- 11.6 In any case of termination of this AGREEMENT, EVONIK shall be entitled to purchase and take back the remaining stocks of the PRODUCTS in the DISTRIBUTOR's possession latest within 30 days after effectiveness of termination at the price originally paid by the DISTRIBUTOR. Where such PRODUCTS are no longer in proper condition and their

original packaging, EVONIK may reduce the price in accordance with the reduced value of the PRODUCTS in question.

Notwithstanding the aforesaid, in any case of termination of this AGREEMENT that was not caused by intentional or grossly negligent acts or omissions of the DISTRIBUTOR, the DISTRIBUTOR may require, latest within 3 months after effectiveness of such termination, EVONIK to purchase and take back those remaining stocks of the PRODUCTS in the DISTRIBUTOR's possession that the DISTRIBUTOR had to stock to properly fulfill its obligations under this AGREEMENT, at the price originally paid by the DISTRIBUTOR. However, where such PRODUCTS are not in proper condition and/or their original packaging, such requirement shall only be valid if such condition was not caused by intentional or grossly negligent acts or omissions of the DISTRIBUTOR; otherwise EVONIK may, upon its sole discretion, refuse to purchase and take back those PRODUCTS at all or at least reduce the price in accordance with the reduced value of the PRODUCTS in question.

11.7 Upon termination or expiry of this AGREEMENT, the DISTRIBUTOR shall immediately

- (a) hand over to EVONIK a list containing the following information with regard to each individual customer having purchased any PRODUCT within 24 months prior to termination of this AGREEMENT: name, address, annual turnover, potential demand, prices and other commercial conditions per each type of PRODUCT; such list is not to be kept confidential by EVONIK according to Article 10;
- (b) hand over to EVONIK all documents and samples in its possession made available to it by EVONIK; and
- (c) cease to describe itself as "Authorised Distributor" or similar of EVONIK.

The aforesaid shall not apply if this AGREEMENT expires pursuant to Article 11.1 and the PARTIES agree upon the conclusion of a new distribution agreement.

11.8 The rights and obligations pursuant to Articles 2.4, 4, 10, 11.6, 11.7 and 12 shall survive and continue after any termination or expiry of this AGREEMENT, and shall bind both PARTIES, their legal representatives, successors and assigns for the time period indicated or indefinitely where no time period is indicated.

11.9 The question whether the DISTRIBUTOR is entitled to any compensation, damages or indemnity by reason of the expiry, non-renewal or termination of this AGREEMENT for the loss of the DISTRIBUTOR's former distribution rights granted hereunder including, without limitation, for any loss of prospective profits on anticipated sales, loss of clientele or on



account of expenditures, investments, personnel, leases or other commitments relating to the business or good will of the DISTRIBUTOR, shall be determined by the laws applicable to this AGREEMENT in a mandatory manner. These mandatory laws shall then also determine the amount of the compensation, damages or indemnity. The DISTRIBUTOR hereby waives any claims to any such compensation, damages or indemnity not provided for by these mandatory laws, with regard to certain parts of the TERRITORY, if any, and/or as far as the amount of any claims is concerned. Any such claims are hereby expressly excluded.

## **Article 12 - Miscellaneous**

### **12.1 Force Majeure**

**“Force Majeure”** shall mean any and all events or circumstances that the affected PARTY could not prevent despite having applied the usual degree of care applied by companies in cases of comparable nature, and that diminish or impede the affected PARTY’s ability to supply or accept goods including without limitation disruptions of production, shipping, reception or transport facilities, or transport means, explosion, fire, floods, strikes, lockouts, or orders of the authorities. If and to the extent a supplier of EVONIK or any of its AFFILIATES is affected by an event of Force Majeure, such event shall be regarded as an event of Force Majeure for EVONIK.

A Force Majeure event releases the affected PARTY from its contractual obligations regarding delivery or acceptance, as applicable, under this AGREEMENT for the duration and to the extent of the event. The PARTIES shall promptly notify each other, reporting the projected duration and the extent of such event, and shall discuss how to proceed further. The PARTY affected by the Force Majeure event shall use reasonable efforts to limit the disruption caused by the event in order to resume the delivery and acceptance to the extent specified in this AGREEMENT.

### **12.2 Hardship**

Should the effect of this AGREEMENT, resulting from future unforeseen events and developments, lead to an unjust hardship for either PARTY whereby such hardship does not correspond with the intention of the PARTIES acting in good faith, the PARTIES shall without delay enter into negotiations to see how the conditions of the AGREEMENT can be adapted to the altered circumstances.

### **12.3 Successors and Assignments**

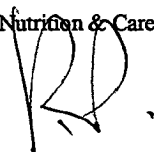
- (1) The DISTRIBUTOR shall not assign, transfer, sublicense, sub-contract, or appoint sub-distributors in the TERRITORY, or in any other manner transfer to any third party the benefit and/or the burden of this AGREEMENT in parts or as a whole without the prior written consent of EVONIK.
- (2) EVONIK may assign all its rights to and obligations under this AGREEMENT – or parts thereof -, without the prior written consent of the DISTRIBUTOR, to
  - (a) an AFFILIATE of EVONIK or to Evonik Industries AG; or
  - (b) an entity purchasing all or substantially all of the respective PRODUCTS based business and assets of EVONIK.

#### 12.4 Entire Agreement / Counterparts / Variations / No Waiver

This AGREEMENT sets forth the entire agreement and contains the entire understanding between the PARTIES and supersedes all prior agreements, if any, and merges all prior discussion between the PARTIES, with respect to the subject matter of this AGREEMENT.

This AGREEMENT can be modified, amended or prematurely terminated only by an instrument signed by both PARTIES, except as otherwise provided in this AGREEMENT, and no PARTY shall be bound by a definition or condition, other than as expressly stated in this AGREEMENT or as subsequently set forth in writing and executed by a duly authorised officer of the PARTY to be bound thereby.

A waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall a waiver of any breach of this AGREEMENT be construed as a continuing waiver of other breaches of the same or other provisions of this AGREEMENT.



## 12.5 Severability

Should one of the provisions of this AGREEMENT be deemed to be invalid, unlawful or unenforceable, the other provisions of this AGREEMENT shall remain in full force and effect and the PARTIES shall mutually agree in good faith upon valid, lawful or enforceable provisions economically equivalent to those deemed to be invalid, unlawful or unenforceable.

## 12.6 Retention and Set-off

The DISTRIBUTOR shall not be entitled (i) to set off any rights and claims it may have against any rights or claims of EVONIK or (ii) to refuse to perform any obligation it may have under this AGREEMENT on the grounds that it has a right of retention unless the rights or claims of the DISTRIBUTOR claiming a right of set-off or retention have been acknowledged in writing by EVONIK or have been confirmed by final decision of a competent court or arbitration court.

## 12.7 Notices

All notices that are required or permitted to be given pursuant to this AGREEMENT shall be sent by facsimile transmission, pre-paid registered mail or hand delivery with signed receipt to the other PARTY. However, notices of termination must always be given by letter with acknowledgement of recorded delivery.

## 12.8 Governing Law / Priority Order / Language

- (1) This AGREEMENT is subject to the substantive laws of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods shall not apply or govern the AGREEMENT or the performance thereof or any aspect of any dispute arising therefrom.
- (2) The interpretation of the contractual agreements between the PARTIES shall be in accordance with the following priority order:
  - (a) The terms and conditions of this AGREEMENT contained in Articles 1 to 12,
  - (b) Annex 1,
  - (c) The General Conditions of Sale and Delivery of EVONIK prevailing at the date of confirmation of the DISTRIBUTOR's order. The version of EVONIK's

General Conditions of Sale and Delivery valid as of the EFFECTIVE DATE is set forth in Annex 2.

- (d) Annex 3,
- (e) Annex 4,
- (f) Annex 5.

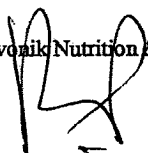
In case of contradictions between the provisions listed in the priority order above, the provisions listed first shall always have priority over the subsequently listed provisions. Omissions shall be filled by the respective lower priority regulations.

- (3) If this AGREEMENT is also concluded in another language, or if it is translated into another language, only this English language version shall govern the relationship between the PARTIES.

#### 12.9 Arbitration

All disputes arising out of or in connection with this AGREEMENT or its validity shall be finally settled in accordance with the Arbitration Rules of the German Institution of Arbitration e. V. (DIS) without recourse to the ordinary courts of law. The place of arbitration shall be Frankfurt am Main, Germany. The Arbitral Tribunal shall consist of three arbitrators. The language of the arbitration shall be English.

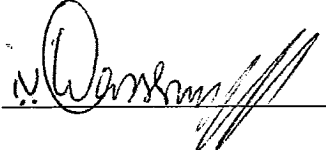
**Signature page(s) to follow.**

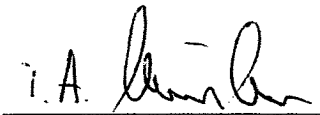




Place: \_\_\_\_\_

**Evonik Nutrition & Care GmbH**

Signature: 

Signature: 

Name: WASSERMEYER (in block letters)      Name: WINKLER (in block letters)

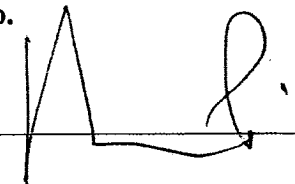
Animal Nutrition  
Rodenbacher Chaussee 4  
63457 Hanau-Wolfgang

Title: VP Sales EUROPE

Title: Regional Business Director  
East Europe

Place: Baden, 08.10.2017

**Lupres d.o.o.**

Signature: 

Signature: \_\_\_\_\_

Name: IRENA ZEC (in block letters)

Name: \_\_\_\_\_ (in block letters)

Title: IRENA ZEC

Title: \_\_\_\_\_

**LUPRES d.o.o.**  
Varaždinska 40, BARTOLOVEC  
42202 TRNOVEC-BARTOLOVEČKI  
HRVATSKA 12



Ovaj prijevod sastoji se od  
stranica 1 / listova 1  
Br.-Ov.: 1/21  
Datum: 08.02.2021.

## OVJERENI PRIJEVOD S NJEMAČKOG JEZIKA

Stranica 1 od 1  
Br.-Ov.: 1/21  
Datum: 08.02.2021.

Dužnik	7000022900	Lupres d.o.o.	42202	Trnovec Bartolovečki	Hrvatska	Datum: 08.02.2021	
				Ref.:		Stranica: 1	
						R11CLNT011 R11CLNT01	
Rač. br.	Datum rač.	Ag SAP-rač. BA Valuta	Vanj. iznos D/P	Otv. iznos ZB	Dospijeće	W P	Dat. podm.
8002500973	26.08.2019.	401800250097RV EUR	D	40.128,00 1020	25.10.2019.	K #	00.00.0000.
8891094177	09.09.2019.	4088891094176D EUR	D	20.742,48 1020	08.11.2019.	K #	00.00.0000.
8891094340	20.09.2019.	4088891094346D EUR	D	20.550,42 1020	19.11.2019.	K #	00.00.0000.
8891094720	25.10.2019.	4088891094726D EUR	D	20.742,48 1020	24.12.2019.	K #	00.00.0000.
8002584475	06.11.2019.	401800258447RV EUR	D	33.630,00 1020	05.01.2020.	K #	00.00.0000.
8891095222	02.12.2019.	4088891095226D EUR	D	20.742,48 1020	31.01.2020.	3 #	00.00.0000.
8891095247	04.12.2019.	4088891095246D EUR	D	20.166,30 1020	02.02.2020.	K #	00.00.0000.
8002500973	24.03.2020.	40126047021 DZ EUR	P	5.000,00	24.03.2020.	K #	00.00.0000.
Zbroj potraživanja				171.702,16 EUR			

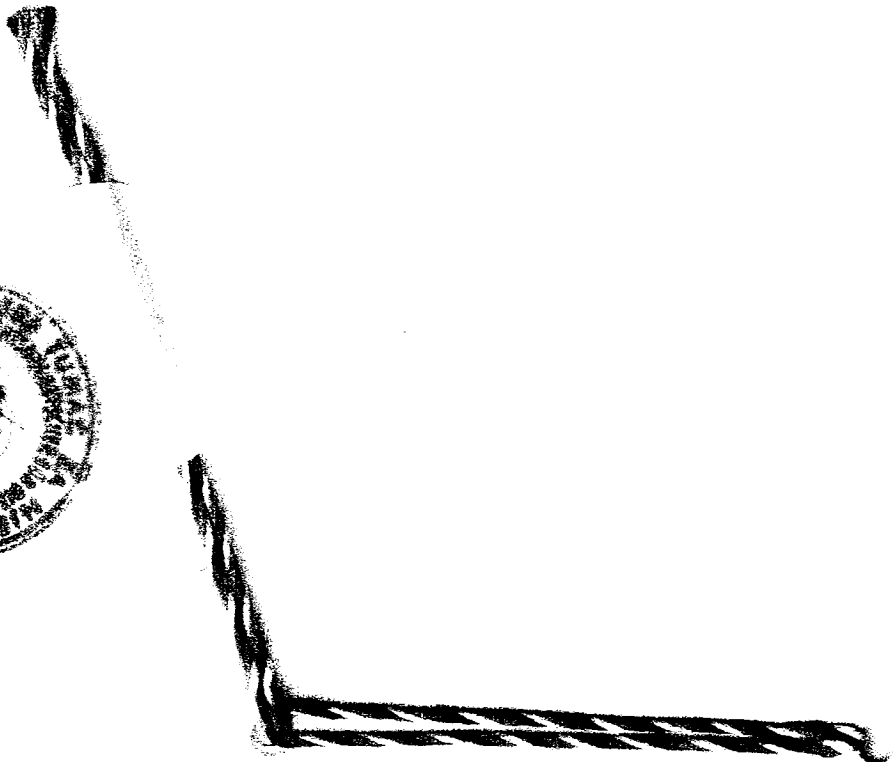
//otisak pečata//  
EVONIK  
//nepoznat jezik//  
Evonik Operations GmbH  
//potpis nečitljiv//

R.br. 1/2021

Ja, KREŠIMIR GREBENAR, dipl. iur., stalni sudski tumač za njemački jezik, imenovan rješenjem predsjednika Županijskog suda u Zagrebu br. 4 Su-523/2020 od 28. svibnja 2020. godine, potvrđujem da gornji prijevod u potpunosti odgovara izvornoj ispravi napisanoj na njemačkom jeziku.









HRVATSKA NARODNA BANKA

## Tečajna lista

### HRVATSKA NARODNA BANKA

Tečajna lista broj 7, utvrđena na dan 12.1.2021., primjenjuje se od 13.1.202

Tečajevi u kunama — kn

Država	Šifra valute	Valuta	Jedinica	Kupovni za devize
Australija	036	AUD	1	4,799276
Kanada	124	CAD	1	4,874889
Češka	203	CZK	1	0,288147
Danska	208	DKK	1	1,014927
Mađarska	348	HUF	100	2,093487
Japan	392	JPY	100	5,962989
Norveška	578	NOK	1	0,729796
Švedska	752	SEK	1	0,749718
Švicarska	756	CHF	1	6,984680
Velika Britanija	826	GBP	1	8,442068
SAD	840	USD	1	6,216848
Bosna i Hercegovina	977	BAM	1	3,860121
EMU	978	EUR	1	7,549741
Poljska	985	PLN	1	1,667824

Napomena:

Za 11.1.2021. tečaj 1,00 XDR iznosi 8,894454 kn.

© HRVATSKA NARODNA BANKA

Your  
Europe

# OBRAČUN ZATEZNIH KAMATA

## DETALJAN OBRAČUN\*

Stavka	Napomena	Od	Do	Dana	Stopa	Uplate	Glavnica	Kamata	Ukupno
-	-	-	-	-	-	-	-	-	-
<b>GLAVNICA</b>	s dospijećem	<b>26.10.2019</b>	13.01.2021				<b>35.128,00</b>		
-	teče od :	-	-	-	-	-	-	-	-
KAMATE		27.10.2019	31.12.2019	66	6.3 %		35.128,00	400,17	
KAMATE		01.01.2020	18.04.2020	109	6.11 %		35.128,00	1.039,38	
KAMATE		19.04.2020	18.10.2020	183	0.0 %		35.128,00	1.039,38	
KAMATE		19.10.2020	31.12.2020	74	5.89 %		35.128,00	1.457,71	
KAMATE		01.01.2021	13.01.2021	13	5.75 %		35.128,00	1.529,65	
DUGOVANJE	po stavci								36.657,65
-	-	-	-	-	-	-	-	-	-
<b>GLAVNICA</b>	s dospijećem	<b>09.11.2019</b>	13.01.2021				<b>20.742,48</b>		
-	teče od :	-	-	-	-	-	-	-	-
KAMATE		10.11.2019	31.12.2019	52	6.3 %		20.742,48	186,17	
KAMATE		01.01.2020	18.04.2020	109	6.11 %		20.742,48	563,61	
KAMATE		19.04.2020	18.10.2020	183	0.0 %		20.742,48	563,61	
KAMATE		19.10.2020	31.12.2020	74	5.89 %		20.742,48	810,63	
KAMATE		01.01.2021	13.01.2021	13	5.75 %		20.742,48	853,11	
DUGOVANJE	po stavci								21.595,59
-	-	-	-	-	-	-	-	-	-
<b>GLAVNICA</b>	s dospijećem	<b>20.11.2019</b>	13.01.2021				<b>20.550,42</b>		
-	teče od :	-	-	-	-	-	-	-	-
KAMATE		21.11.2019	31.12.2019	41	6.3 %		20.550,42	145,43	
KAMATE		01.01.2020	18.04.2020	109	6.11 %		20.550,42	519,37	
KAMATE		19.04.2020	18.10.2020	183	0.0 %		20.550,42	519,37	
KAMATE		19.10.2020	31.12.2020	74	5.89 %		20.550,42	764,10	
KAMATE		01.01.2021	13.01.2021	13	5.75 %		20.550,42	806,19	
DUGOVANJE	po stavci								21.356,61
-	-	-	-	-	-	-	-	-	-



Stavka	Napomena	Od	Do	Dana	Stopa	Uplate	Glavnica	Kamata	Ukupno
<b>GLAVNICA</b>	s dospijećem	<b>25.12.2019</b>	13.01.2021				<b>20.742,48</b>		
-	teče od :	-	-	-	-	-	-	-	
KAMATE		26.12.2019	31.12.2019	6	6.3 %		20.742,48	21,48	
KAMATE		01.01.2020	18.04.2020	109	6.11 %		20.742,48	398,92	
KAMATE		19.04.2020	18.10.2020	183	0.0 %		20.742,48	398,92	
KAMATE		19.10.2020	31.12.2020	74	5.89 %		20.742,48	645,94	
KAMATE		01.01.2021	13.01.2021	13	5.75 %		20.742,48	688,42	
DUGOVANJE	po stavci								21.430,90
-	-	-	-	-	-	-	-	-	
<b>GLAVNICA</b>	s dospijećem	<b>06.01.2020</b>	13.01.2021				<b>33.630,00</b>		
-	teče od :	-	-	-	-	-	-	-	
KAMATE		07.01.2020	18.04.2020	103	6.11 %		33.630,00	578,26	
KAMATE		19.04.2020	18.10.2020	183	0.0 %		33.630,00	578,26	
KAMATE		19.10.2020	31.12.2020	74	5.89 %		33.630,00	978,75	
KAMATE		01.01.2021	13.01.2021	13	5.75 %		33.630,00	1.047,62	
DUGOVANJE	po stavci								34.677,62
-	-	-	-	-	-	-	-	-	
<b>GLAVNICA</b>	s dospijećem	<b>01.02.2020</b>	13.01.2021				<b>20.742,48</b>		
-	teče od :	-	-	-	-	-	-	-	
KAMATE		02.02.2020	18.04.2020	77	6.11 %		20.742,48	266,63	
KAMATE		19.04.2020	18.10.2020	183	0.0 %		20.742,48	266,63	
KAMATE		19.10.2020	31.12.2020	74	5.89 %		20.742,48	513,65	
KAMATE		01.01.2021	13.01.2021	13	5.75 %		20.742,48	556,13	
DUGOVANJE	po stavci								21.298,61
-	-	-	-	-	-	-	-	-	
<b>GLAVNICA</b>	s dospijećem	<b>03.02.2020</b>	13.01.2021				<b>20.166,30</b>		
-	teče od :	-	-	-	-	-	-	-	
KAMATE		04.02.2020	18.04.2020	75	6.11 %		20.166,30	252,49	
KAMATE		19.04.2020	18.10.2020	183	0.0 %		20.166,30	252,49	
KAMATE		19.10.2020	31.12.2020	74	5.89 %		20.166,30	492,65	
KAMATE		01.01.2021	13.01.2021	13	5.75 %		20.166,30	533,95	
DUGOVANJE	po stavci								20.700,25
-	-	-	-	-	-	-	-	-	
=====	=====	=====	=====	=====	=====	=====	<b>GLAVNICA</b>	<b>KAMATA</b>	<b>UKUPNO</b>
<b>ZAVRŠNO</b>							<b>171.702,16</b>	<b>6.015,06</b>	<b>177.717,22</b>
=====	=====	=====	=====	=====	=====	=====	=====	=====	=====

\* obračunato na : [www.odvjetnik.me](http://www.odvjetnik.me) (<http://www.odvjetnik.me>)

Ovaj prijevod sastoji se od  
stranica 3 / listova 3  
Br.-Ov.: 51/20  
Datum: 07.09.2020.

OVJERENI PRIJEVOD S NJEMAČKOG JEZIKA

Trgovački registar B Općinskog suda Essen

Ispis

Prikaz od 28.08.2020. 07:31 Broj tvrtke: Stranica 1 od 68

HRB 20227

Broj a) Tvrtka b) Središte c) Područje poslovanja	Osnovni ili temeljni kapital	a) Opće odredbe o zastupanju b) Uprava, upravni organ, izvršni direktori, osobno odgovarajući članovi, direktori, osobe ovlaštene za zastupanje i posebno pravo zastupanja	Prokura	a) Pravni oblik, početak, statut ili društveni ugovor b) Ostali pravni odnosi	a) Dan upisa b) Napomene
1. a) Evonik Degussa GmbH b) Essen c) Razvoj, proizvodnja i prodaja kemijskih proizvoda svih vrsta, napose proizvoda specijalne kemije.	3 205.623.590 ,00 EUR	4 a) Društvo ima najmanje dva direktora. Društvo zastupaju dva direktora ili jedan direktor zajedno s jednim prokuristom. b) //izostavljeno kao nepotrebno//	5 //izostavljeno kao nepotrebno//	6 a) Društvo s ograničenom odgovornošću Društveni ugovor od 12.12.2006. Skupština društva je dana 11.09.2007 donijela odluku o promjeni sjedišta iz Düsseldorfa (do sada Općinski sud Düsseldorf, HRB 55436) u Essen te izmjeni društvenog ugovora u § 1. st. 2. b) //izostavljeno kao nepotrebno//	7 a) 31.10.2007. Heneweer
81. a) Evonik Operations GmbH			//izostavljeno kao nepotrebno//	a) Skupština društva je dana 02.10.2019. donijela odluku o promjeni tvrtke i § 1 (Tvrtka i sjedište) društvenog ugovora.	a) 04.11.2019. Lindenau
91.			//izostavljeno kao nepotrebno//	b) Evonik Nutrition & Care GmbH (Općinski sud Essen HRB 25784) je temeljem ugovora o pripajanju od 27.05.2020. te odluka skupština o pripajanju društva koja sudjeluju u spajanju od istog dana, pripojeno Društvu kroz prijenos njene cjelokupne imovine na isto, sukladno § 2. toč. 1 UmwG //Zakon o preoblikovanju//.	a) 01.07.2020. Dr. Hamme
95.		b) Nije više Direktor: Dr. Ziegler, Christine, Dortmund *09.11.1966. Nije više Direktor: Eberhard, Rüdiger, Oberursel, *24.04.1960. Imenovan direktorom: Dr. Dahm, Joachim, Haltern am See, *19.08.1963	Prestala prokura: Dr. Freizen, Rainer, Recklinghausen, *25.12.1961.		a) 10.07.2020. Bartsch

Datum: 07.09.2020.

**HRB 20227**

Stranica 3 od 3  
 Br. CV: 51/20  
 Datum: 07.09.2020.

## APOSTILLE

(Convention de la Haye du 5 octobre 1961)

1. Zemlja: Savezna Republika Njemačka
2. Ova javna isprava
3. potpisana je od strane Detlev-a Stoeckera
3. u svojstvu javnog bilježnika u Berlinu
4. nosi žig
4. javnog bilježnika
5. u Berlin-u
6. dana 31. kolovoza 2020.
7. po predsjedniku Pokrajinskog suda u Berlinu
8. pod br. 9101a E-F 7326/20
9. Žig:
10. Potpis

//otisak pečata//

PREDsjedNIK  
 POKRAJINSKOG  
 SUDA U  
 BERLINU

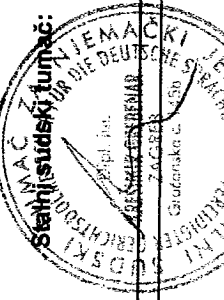
Po nalogu  
 //potpis nečitak//  
 (B ü n n i n g)  
 Predsjedavajuća sutkinja  
 na Pokrajinskom sudu

R.br. 51/2020

Ja, KREŠIMIR GREBENAR, dipl. iur., stalni  
 sudski tumač za njemački jezik, imenovan  
 rješenjem predsjednika Županijskog suda u  
 Zagrebu br. 4 Su-523/2020 od 28. svibnja 2020.  
 godine, potvrđujem da gornji prijevod u  
 potpunosti odgovara izvornoj ispravi napisanoj  
 na njemačkom jeziku.

U Zagrebu, 07.09.2020.

Stalni sudski tumač:



\*\*\*\*\*

Grund- oder Stammkapital a)	2	3	4	5	6	7
<p>Grund- oder Stammkapital</p> <p>a)</p>	<p>2</p>	<p>3</p>	<p>4</p>	<p>5</p>	<p>6</p>	<p>7</p>
<p>Grund- oder Stammkapital</p> <p>a)</p>	<p>2</p>	<p>3</p>	<p>4</p>	<p>5</p>	<p>6</p>	<p>7</p>
<p>Grund- oder Stammkapital</p> <p>a)</p>	<p>2</p>	<p>3</p>	<p>4</p>	<p>5</p>	<p>6</p>	<p>7</p>
<p>Grund- oder Stammkapital</p> <p>a)</p>	<p>2</p>	<p>3</p>	<p>4</p>	<p>5</p>	<p>6</p>	<p>7</p>
<p>Grund- oder Stammkapital</p> <p>a)</p>	<p>2</p>	<p>3</p>	<p>4</p>	<p>5</p>	<p>6</p>	<p>7</p>

a) Firma	Grund- oder Stammkapital	a) Allgemeine Vertretungsregelung b) Vorstand, Leitungsorgan, geschäftsführende Direktoren, persönlich haftender Gesellschafter, Geschäftsführer, Vertretungsberechtigte und besondere Vertretungsbefugnis	Firma	Gesellschaftsvertrag b) Sonstige Rechtsverhältnisse	b) Bemerkungen
b) Sitz, Niederlassung, inländische Geschäftsschreibweise, Vertretungsberechtigte Person, Vertretungsbefugnisse c) Gegenstand des Unternehmens	2	3	4	5	6
2	3	4	5	6	7
				Vermögens als Ganzes auf diese gem. § 2 Ziff 1 UmwG verschmolzen.	a) 16.08.2019 Wyczisk
			Prokura erloschen: <u>Dr. Hübner, Frank, Ober-Ramstadt,</u> <u>*23.04.1960</u>		a) 02.09.2019 Dr. Hamme
				b) Die Evonik Schlüchtern GmbH (Amtsgericht Hanau, HRB 91771) ist aufgrund des Verschmelzungsvertrages vom 24.07.2019 und der Zustimmungsbeschlüsse der Gesellschafterversammlungen der an der Verschmelzung beteiligten Gesellschaften vom selben Tag mit der Gesellschaft durch Übertragung ihres Vermögens als Ganzes auf diese gem. § 2 Ziff 1 UmwG verschmolzen.	
				b) Die Evonik Oil Additives GmbH (Amtsgericht Essen, HRB 26240) ist aufgrund des Verschmelzungsvertrages vom 24.07.2019 und der Zustimmungsbeschlüsse der Gesellschafterversammlungen der an der Verschmelzung beteiligten Gesellschaften vom selben Tag mit der Gesellschaft durch Übertragung ihres Vermögens als Ganzes auf diese gem. § 2 Ziff 1 UmwG verschmolzen.	a) 02.09.2019 Dr. Hamme
			Prokura erloschen: <u>Dr. Olbricht, Gerhard, Bochum,</u> <u>*25.09.1961</u>		a) 17.10.2019 Werner
b) Evonik Operations GmbH				a) Die Gesellschafterversammlung hat am 02.10.2019 beschlossen, die Firma und den Gesellschaftsvertrag in § 1 (Firma und Sitz) zu ändern.	a) 04.11.2019 Lindenau

Datum: 07.09.2020

a) Sitz, Niederlassung, inländische Geschäftsanschrift, empfangsberechtigte Person, Zweigniederlassungen	b) Gegenstand des Unternehmens	Grund- oder Stammkapital	a) Allgemeine Vertretungsregelung b) Vorstand, Leitungsorgan, geschäftsführende Direktoren, persönlich haftender Gesellschafter, Geschäftsführer, Vertretungsberechtigte und besondere Vertretungsbefugnis	Prokura	a) Rechtsform, Beginn, Satzung oder Gesellschaftsvertrag b) Sonstige Rechtsverhältnisse	a) Tag der Eintragung b) Bemerkungen
2		3	4	5	6	7
				<p>*22.12.1968 Banovic, Mario, Frankfurt am Main, *10.12.1979 Francke, Johannes, Düsseldorf, *21.12.1981 Schreiber, Frank, Rheinfelden, *27.12.1966 Knorr-Kistmacher, René, Essen, *08.02.1982 Kathenbach, Jörg, Maintal, *26.07.1971 Heckmann, Michael, Düsseldorf, *12.06.1976 Stieber, Marco, Bochum, *06.05.1978 Bender, Christian, Rolldorf, *01.04.1973 Korring, Beate, Erlensee, *21.10.1968 Schüller, Steffen, Darmstadt, *08.05.1972 Leipholz, Gabriele, Oer-Erkenschwick, *07.08.1971 Büchling, Christoph, Schermbeck, *21.11.1963 McBain, Sigrid, Düsseldorf, *12.05.1972</p>		
					<p>b) Die Evonik Creavis GmbH (Amtsgericht Essen HRB 22674) ist aufgrund des Verschmelzungsvertrages vom 27.05.2020 und der Zustimmungsbeschlüsse der Gesellschafterversammlungen der an der Verschmelzung beteiligten Gesellschaften vom selben Tag mit der Gesellschaft durch Übertragung ihres Vermögens als Ganzes auf diese gem. § 2 Ziff 1 UmwG verschmolzen.</p>	<p>a) 01.07.2020 Dr. Hanna</p>
					<p>b) Die Evonik Nutrition &amp; Care GmbH (Amtsgericht Essen HRB 22674) ist aufgrund des</p>	<p>a) 01.07.2020 Dr. Hanna</p>

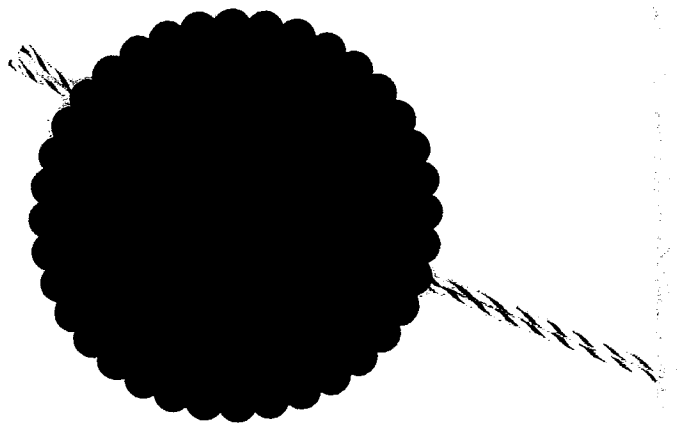
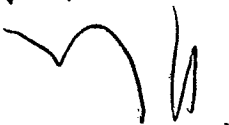


Nummer der Eintragung	a) Firma b) Sitz, Niederlassung, inländische Geschäftsanschrift, empfangsberechtigte Person, Zweigniederlassungen c) Gegenstand des Unternehmens	Grund- oder Stammkapital	a) Allgemeine Vertretungsregelung b) Vorstand, Leitungsorgan, geschäftsführende Direktoren, persönlich haftender Gesellschafter, Geschäftsführer, Vertretungsberechtigte und besondere Vertretungsbefugnis	Prokura	a) Rechtsform, Beginn, Satzung oder Gesellschaftsvertrag b) Sonstige Rechtsverhältnisse	a) Tag der Eintragung b) Bemerkungen
1	2	3	4	5	6	7
					Zustimmungsbeschlüsse der Gesellschafterversammlungen der an der Verschmelzung beteiligten Gesellschaften vom selben Tag mit der Gesellschaft durch Übertragung ihres Vermögens als Ganzes auf diese gem. § 2 Ziff 1 UmwG verschmolzen.	
02					b) Die Evonik Performance Materials GmbH (Amtsgericht Essen HRB 25779) ist aufgrund des Verschmelzungsvertrages vom 27.05.2020 und der Zustimmungsbeschlüsse der Gesellschafterversammlungen der an der Verschmelzung beteiligten Gesellschaften vom selben Tag mit der Gesellschaft durch Übertragung ihres Vermögens als Ganzes auf diese gem. § 2 Ziff 1 UmwG verschmolzen.	a) 01.07.2020 Dr. Hamme
03					b) Die Evonik Resource Efficiency GmbH (Amtsgericht Essen HRB 25783) ist aufgrund des Verschmelzungsvertrages vom 27.05.2020 und der Zustimmungsbeschlüsse der Gesellschafterversammlungen der an der Verschmelzung beteiligten Gesellschaften vom selben Tag mit der Gesellschaft durch Übertragung ihres Vermögens als Ganzes auf diese gem. § 2 Ziff 1 UmwG verschmolzen.	a) 01.07.2020 Dr. Hamme
04					b) Die Evonik Technology & Infrastructure GmbH (Amtsgericht Essen HRB 25884) ist aufgrund des Verschmelzungsvertrages vom 27.05.2020 und der Zustimmungsbeschlüsse der Gesellschafterversammlungen der an der Verschmelzung beteiligten Gesellschaften vom selben Tag mit der Gesellschaft durch Übertragung ihres Vermögens als Ganzes auf diese gem. § 2 Ziff 1 UmwG verschmolzen.	a) 01.07.2020 Dr. Hamme

[illegible]

Berlin, 28. August 2020

Detlev Stoecker, Notar



1 sastoji se od  
stova 3  
2020.

Apostille  
(Convention de La Haye du 5 octobre 1961)

1. Land: Bundesrepublik Deutschland

Diese öffentliche Urkunde

2. ist unterschrieben von Detlev Stoecker

3. in seiner Eigenschaft als Notar in Berlin

4. sie ist versehen mit dem Siegel

des Notars

Bestätigt

5. in Berlin 6. am 31. August 2020

7. durch den Präsidenten des Landgerichts in Berlin

8. unter Nr. 9101a E-F 7326/20

9. Siegel

10. Unterschrift  
Im Auftrag

(Bünning)

Vorsitzende Richterin am Landgericht

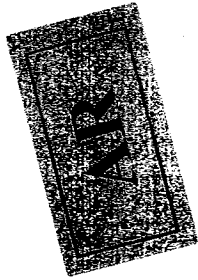
JAGAR & GREBENAR

ODVJETNIČKO DRUŠTVO • LAW FIRM  
RECHTSANWALTSGESELLSCHAFT

Masarykova 15 • 10000 Zagreb-HR

Masa:  
507g  
06 340F 5

Zagreb  
10.02.21  
22:34:08  
10000  
HP Hrvatska



FINANCIJSKA AGENCIJA  
REGIONALNI CENTAR ZAGREB  
"ZA PREDSTEČAJNI POSTUPAK"  
ULICA GRADA VUKOVARA 70  
10000 ZAGREB

FINANCIJSKA AGENCIJA  
ODSJED ZA PREDSTEČAJNI POSTUPAK  
I PRONALAZAKA ZA PLAĆANJE  
ZAGREB

12-02-2021

PREŠIJA IZ OBLASTI  
PREŠIJE IZ OBLASTI  
KLAS  
BILJEŠKE