

Zagreb, 29. lipnja 2017.
Naš znak: MZ/ATM-962

FINANCIJSKA AGENCIJA
ODJEL PISARNICE - ZAGREB 1

30 -06- 2017

PREDSTEČAJNE NAGODBE
PRIMANJE I OTPREMA POŠTE
KLASA
UR. BROJ

Na posl.br.: St-1719/17

Financijska agencija Zagreb

Ulica grada Vukovara 70
10 000 Zagreb

Vjerovnik: Marbo Product d.o.o., Republika Srbija, Beograd, Đorđa Stanojevića 14,
OIB: 66555455444

PODNEŠAK VJEROVNIKA

kojim prijavljuje svoju tražbinu u
predstečajnom postupku

2x

1. Marbo Product d.o.o., Republika Srbija, Beograd, Đorđa Stanojevića 14, OIB: 66555455444 (dalje u tekstu: „Vjerovnik“) obavještava naslovljeno tijelo kako će ga u postupku zastupati punomoćnica, odvjetnica Ana Tudorić Mejovšek iz Divjak, Topić & Bahtijarević odvjetničkog društva d.o.o. sa sjedištem u Zagrebu, Ivana Lučića 2a. Slijedom navedenog, Vjerovnik moli da se sva pismena dostavljaju na adresu punomoćnika.

Dokaz: - punomoć za zastupanje

2. Rješenjem Trgovačkog suda u Zagrebu posl.br. St-1719/17 od 14. lipnja 2017. (dalje u tekstu: „Rješenje“) otvoren je predstečajni postupak nad dužnikom AWT INTERNATIONAL Trgovina i usluge d.o.o., Zagreb, Slavonska avenija 52/a, OIB: 57159149897 (dalje u tekstu: „Dužnik“). Vjerovnik ovim putem u otvorenom zakonskom roku prijavljuje svoje potraživanje prema Dužniku u ukupnom iznosu od **643.178,87 HRK**.

3. Vjerovnik svoje potraživanja prema Dužniku temelji na Ugovoru o distribuciji od 27. svibnja 2014.

Dokaz: - Ugovor o distribuciji od 27. svibnja 2014.

Stanje duga Dužnika zaključno s danom 14. lipnja 2017. iznosi ukupno 643.178,87 HRK odnosno **641.343,70 HRK** na ime glavnice i 1.835,17 HRK nam ime zatezne kamate.

Dokaz: - Pregled potraživanja kupca AWT
- Računi.

4. Slijedom svega navedenog, Vjerovnik prijavljuje svoje osnovano potraživanje u iznosu od **643.178,87 HRK** zaključno s danom 14. lipnja 2017. te predlaže isto u rubriciranom predmetu u cijelosti priznati.

Marbo Product d.o.o.,
zastupano po:

ODVJETNICA
ANNA DORIĆ
MEJDOVŠEK

Divjak, Topić & Bahtijarević
odvjetničko društvo d.o.o.
ZAGREB, IVANA LUČIĆA 2/A/18

Prilozi:

- obrazac za prijavu,
- punomoći za zastupanje,
- Ugovor o distribuciji od 27. svibnja 2014.
- Pregled potraživanja kupca AWT,
- Računi.

Obrazac 3.

FINANCIJSKA AGENCIJA

OIB: 85821130368

Ulica grada Vukovara 70

10000 Zagreb

(adresa nadležne jedinice)

Nadležni trgovački sud: **Trgovački sud u Zagrebu**

Poslovni broj spisa: **St-1719/17**

PRIJAVA TRAŽBINE VJEROVNIKA U PREDSTEČAJNOM POSTUPKU

PODACI O VJEROVNIKU:

Ime i prezime / tvrtka ili naziv: **Marbo Product d.o.o.**

OIB: **66555455444**

Adresa / sjedište: **Đorđa Stanojevića 14, 11000 Beograd, Republika Srbija**

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):

-Ugovor o distribuciji od 27. svibnja 2014.

-Fakture za isporučenu robu

Iznos dospjele tražbine: **643.178,87 HRK**

Glavnica: **641.343,70 HRK (86.615,08 EUR)**

Kamate **1.835,17 HRK**

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

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

-Račun od 29. svibnja 2017.

-Račun od 30. svibnja 2017.

-Račun od 30. svibnja 2017.

-Račun od 1. lipnja 2017.

-Račun od 2. lipnja 2017.

-Račun od 2. lipnja 2017.

-Račun od 7. lipnja 2017.

-Račun od 8. lipnja 2017.

-Račun od 9. lipnja 2017.

-Račun od 9. lipnja 2017.

Vjerovnik raspolaže ovršnom ispravom **NE**

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, 29.06.2017.

Potpis vjerovnika:

ODVJETNICA
ANA TUDORIĆ
MEJOVŠEK

Divjak, Topić & Bahtijarević
odvjetničko društvo d.o.o.
ZAGREB, IVANA LUČIĆA 2A/18

DISTRIBUTION AGREEMENT

THIS AGREEMENT is made as of 27.05. 2014.
by and between:

MARBO PRODUCT d.o.o. Belgrade, the company established and operating in accordance with the laws of the Republic of Serbia, having its principal office at Đorđa Stanojevića 14, Belgrade, Serbia and the bank account number: RS35205007010031310125 at the Bank Komercijalna Banka A.D. Beograd and the tax identification number 17075705, jointly represented by Mr. Michail Orfanoudakis, General Manager and Tatjana Mitrović, Authorised representative, hereinafter referred to as "**Marbo Serbia**"

MARBO d.o.o., za proizvodnju i trgovinu Laktaši, a corporation organized and existing under the laws of the Bosnia and Herzegovina, having its principal office at Sportski centar bb Street,78250 Laktaši Republika Srpska, represented by General Manager Michail Orfanoudakis and deputy General manager Danijel Nedinić hereinafter referred to as "**Marbo Bosnia**"

(hereinafter jointly referred to as the **MARBO**)

And

AWT International d.o.o. the company established and operating in accordance with the laws of the Republic of Croatia, having its principal office at Slavonska avenija 52 A Zagreb, Republic of Croatia, and the bank account number: IBAN HR1123600001101602691 with the Zagrebačka banka Zagreb and the tax identification number HR57159149897 represented by Mr. Miho Glavić, President of the Board and Mr. Saša Kolenko, Member of the Board (hereinafter referred to as the **BUYER**)

WHEREAS:

- Buyer wishes to take on the distribution of Marbo Serbia's and Marbo's Bosna products;
- Marbo Serbia and Marbo Bosna are willing to appoint the Buyer as its Buyer and the Buyer is willing to assume said appointment, all under the conditions stipulated below;

The BUYER and MARBO, jointly referred to herein as the PARTIES agreed on the following:

THE PARTIES HAVE AGREED AS FOLLOWS:

Subject of the Agreement and Territory
Article 1.

- 1.1. The subject of this Distribution Agreement (hereinafter referred to as: **the Agreement**) is distribution of the products from MARBO's production programme (hereinafter referred to as: **the Goods**) within the territory of Republic of Croatia (hereinafter referred to as: **„the Territory"**). The type and quantity of the Goods subject to this sale and purchase transaction between the Parties shall be defined by the BUYER in its respective purchase order for each individual shipment placed in accordance with the procedure laid down in this Agreement below.
- 1.2. The Goods from MARBO's assortment which are subject of this Agreement are given in the Appendix No 2 which is an integral part to this Agreement.

- 1.3. MARBO shall have the right, at his own discretion, to discontinue at any time, the sale of any of the Goods or to change any flavour, size, packing or other characteristics of the Goods. Notwithstanding the above mentioned MARBO will give a prior notice of minimum 60 days in advance to the BUYER of any such change.

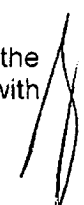
**Conditions of Sale
Article 2**

- 2.1. MARBO shall set the price at which the BUYER shall purchase the Goods from MARBO as per Buyer purchase price ("**the BPP**") and the BUYER shall set independently the price at which it operates with its clients and distribution channels. For informational purposes only, the BUYER shall inform MARBO on the intention to change its prices towards the market, however the BUYER will not be required any kind of approval or consultation from MARBO for implementing new price list since it is independent in determining its commercial policy.
- 2.2. The BPP price will include a total discount of 52,4% which serves to cover the BUYER's margin, sales and distribution costs and costs of investments towards its customers. The BUYER is not entitled to any other discounts/amounts from MARBO unless otherwise agreed upon under this Agreement or its annexes, however the BUYER is not limited by the discount from this Article to grant on its own expense any discounts/amounts or cover any other cost that may arise.

MARBO is free to decide to additionally cover some sales promotion activities of the BUYER. In such event the activity needs to be agreed between the parties in writing and MARBO needs to provide the BUYER with prior written approval for such activity.


- 2.3. The Goods shall be invoiced according to the BPP in effect at the time of receipt of the purchase order. The BPP valid at the time of signing this Agreement is enclosed as Appendix No. 1 herewith and forms an integral part of this Agreement
- 2.4. MARBO retains the right to changes the BPP at any time during the currency of this Agreement. In case of a change of the BPP, MARBO shall notify the BUYER 60 days in advance. A price change shall not affect any other terms and conditions specified under this Agreement.
- 2.5. When performing payments towards MARBO, the BUYER agrees not to set-off or deduct for warranty or other claims against MARBO any amount prior to receiving written notice from MARBO on approval of the amount subject to the set-off. If MARBO disagrees the Parties will resolve the matter amicability.

**Delivery Terms
Article 3.**

- 3.1. The Goods that are the subject of this Agreement shall be delivered according to the following delivery term – for MARBO Serbia FCA (Incoterms 2010) Maglic, Marbo product d.o.o, Bratstva jedinstva BB, 21473 Maglic, Serbia and for MARBO Bosnia FCA (Incoterms 2010) Laktasi, MARBO d.o.o., Sportski centar BB, 78250 Laktasi, Bosnia & Herzegovina.
 - 3.2. MARBO shall deliver the Goods within the lead times agreed upon between the Parties once MARBO has received and confirmed the purchase order and in line with MARBO's production capacity and the procedure set forth below.
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- 3.3. Orders for the Goods shall be made by the Buyer in writing to Marbo to the following MARBO order addresses: for Marbo Serbia at Ircna Filipović, Email: irena.filipovic.pepsico.com for Marbo Bosnia at Saša Jurić Email: sasa.juric@pepsico.com or to such other address as is communicated to the BUYER by MARBO. Purchase orders shall be irrevocable and binding upon the BUYER once accepted by MARBO, in accordance with the procedure from Article 3.4. below.
- 3.4. The ordering procedure will be as follows:
1. The BUYER shall prepare fourteen week forecast of its demands. These forecasts will be subsequently prepared in these intervals during the course of this Agreement. These forecasts are not binding and are for informational purposes only
 2. Each Monday the BUYER shall place its orders, for which the lead time is three weeks, under conditions explained below. The orders will enclose the obligation of the BUYER to pay the Goods as well as to organise its transportation in accordance with this Article
 3. 72 hours following order placement from point 2 above, MARBO shall confirm the order or request its amendment if MARBO cannot, due to its production capacities or stocks, meet the demand. Upon MARBO's request the BUYER shall amend the order.
 4. In the week subsequent to the one where MARBO confirmed purchase order from point 2 above, MARBO shall deliver the Goods in accordance with the incoterm agreed.
- 3.5. No order placed by the BUYER shall be binding on MARBO until it has been accepted in writing by Marbo in accordance with the procedure this Article. MARBO shall use all reasonable efforts to fulfill accepted orders by the requested shipment date. The BUYER acknowledges, however, that lead time may vary according to manufacturing and other conditions. MARBO shall be liable to the BUYER only for the types of damages and under conditions as defined as per Article 13.6.

Article 4.

- 4.1. The Parties hereto agree that MARBO may delay the shipment in case of an event that may not be foreseen and for which MARBO may not be held liable (force majeure).
- 4.2. The BUYER shall accept the Goods in accordance with this Agreement and the pertaining documentation. The BUYER acknowledges that MARBO places certain Goods only on the Croatian market and that those Goods are not sellable outside Croatia. In a case the BUYER declines to take over such Goods as provided for under this Agreement, the BUYER shall compensate MARBO the cost of such Goods and other related costs by paying the amount of 80% of BPP of respective Goods.
- 4.3. MARBO shall deliver the Goods at the loading (delivery) location at which point all risks and costs are transferred to the BUYER. The delivery location is determined in Article 3.1. above in accordance with the production location of the ordered Goods.
- 4.4. Any shortcomings in the quality and quantity of the Goods delivered shall be established in the respective Minutes signed by the Parties. On behalf of MARBO, authorised person for signing the Minutes is the respective MARBO's employee. The Minutes will be signed during the takeover of the shipment. The BUYER shall stipulate its objections to MARBO regarding visible defects immediately during the takeover of the shipment or else the BUYER shall waive any rights entailing
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therefrom. The BUYER shall not be entitled to return the Goods already shipped (no matter if the Goods are already received by the BUYER) except in case of a justified objection confirmed by MARBO regarding the quantity and quality of the Goods or in case otherwise specified under this Agreement or its annexes.

- 4.5. Any subsequent claims regarding the quality, remaining shelf life and quantity of the Goods already shipped, which were not possible to be established during the takeover the BUYER may notify in writing immediately upon its discovery but no later than within 48 hours after the defects becomes apparent. Within a term of 1 week of receipt of the BUYER's notification MARBO has the right to inspect such product before replacing them or refunding their costs but only if MARBO is liable for such defects.
- 4.6. The shortcomings established in the above mentioned manner shall be rectified by MARBO in a timely manner at its own cost by refunding their costs, but only if MARBO is liable for such defects.
- 4.7. In case the damage on the Goods subject to the claim resulted from the BUYER's and/or by 3rd party engaged by the BUYER inadequate transportation and storage or due to any reasons falling under the BUYER's or that 3rd party's fault, the BUYER and that 3rd party shall not be entitled to the claim reimbursement of any fees and/or expenses or the replacement of the damaged Goods at the cost of MARBO
- 4.8. The Goods shall not be returned by the BUYER without prior written authorization and instructions from MARBO. If MARBO does authorize the BUYER to return the Goods which do not meet the requirements MARBO shall bear all costs of storage and/or destruction if and to the extent that MARBO has acknowledged the defects in writing.
- 4.9. The BUYER shall not incur any warehousing or other logistics costs which it intends to charge to MARBO in addition to those which MARBO has agreed to pay as at the date of signature of this Agreement without obtaining MARBO'S prior written consent. In the event that the BUYER does incur such costs without obtaining MARBO's prior written consent, MARBO shall not be obliged to pay such costs

Obligations of MARBO **Article 5.**

- 5.1. MARBO shall:
 - Deliver the Goods in accordance with individual purchase orders submitted by BUYER and confirmed by MARBO in accordance with Article 3 above,
 - Deliver the Goods in conformity with the prevailing quality standards and European Union regulations and product specification;
 - Submit the necessary shipping documentation to BUYER at the time of delivery, fully in accordance with the prevailing regulations of the Republic of Serbia, Bosnia and Herzegovina and European Union regulations
 - Reimburse the BUYER for costs of the analysis of the Goods during the custom clearance procedure if the analysis shows the defect for which MARBO is solely responsible. The shortcomings established in the above mentioned manner shall be rectified by MARBO in a timely manner at its own cost, but only if MARBO is liable for such defects.
 - Deliver the Goods with minimum remaining shelf life of
 - 90% for product with one year expiration date
 - 90% for product with between one year and five and a half months expiration date
 - 90% for product with less than five and a half months expiration date



- 5.2. If, due to unforeseen circumstances for which MARBO cannot be held responsible i.e. force majeure MARBO is prevented from conducting a delivery according to the quantity and quality agreed upon and within agreed term, there shall be no sanctions whatsoever, but MARBO shall be obliged to conduct the delivery immediately upon cessation of the unforeseen circumstances.
- 5.3. MARBO declares that, according to the laws and regulations of its domiciled country, MARBO is authorized to engage in foreign trade sales subject of this Agreement.

Obligations of BUYER

Article 6.

- 6.1. BUYER shall:
- Purchase and import the Goods for the purpose of its storing and reselling in the Territory throughout the currency of the Agreement;
 - Obtain all permits, approvals, relevant documents, pay any taxes, fees, tariffs required for carrying out the activities subject of this Agreement;
 - Not give any pledge or any guarantees related to the Goods except those approved in writing by MARBO or as stipulated by legal provisions;
 - Be held responsible and shall bear the risk of any loss or damage inflicted on the Goods from the moment of its take over from MARBO, fully in accordance with the applicable law;
 - Act in his own name and on his own behalf in legal transactions with third parties and consequently he shall be held liable for the amount of his own assets and shall bear the risk arising from business transactions and obligations resulting therefrom.
- 6.2. The BUYER shall not be entitled to any rights, title or interest related to any trade mark or any name MARBO or its affiliated company may adopt, use or register in the Territory where MARBO distributes the Goods and he shall not undertake or initiate any procedure or event at any time that may contend, diminish or attempt to diminish any part of the said rights, title or interest.
- 6.3. The BUYER warrants that it is properly registered for carrying out the activities subject of this Agreement and that it is in a possession of all registrations licences and/or approvals required. MARBO and the BUYER shall have the right and obligation to register this Agreement with any authorized body if and when required. Either Party shall assist the other regarding sending of the relevant notifications to that effect.
- 6.4. The BUYER shall timely, and at its own cost, verify that the Goods comply with all labelling, marketing and any other applicable legal requirements in the Territory and promptly report any non-compliance to MARBO. For the damages in the Goods, their packaging or labelling caused by the actions or omissions of the BUYER, its sub-contractors, agents or employees the BUYER shall hold MARBO harmless and indemnify it from any third party claims deriving from such damages. In the event MARBO's liability is established as per Article 13.6 MARBO will be liable.
- 6.5. The BUYER shall notify MARBO without any delay of any claims, information, recommendations or opinions of the BUYER's customers or consumers related to the

Goods, as well as about any other information related to the business collaboration subject of this Agreement including, but not limited to customs tariffs, economic environment and other publicly available information that according to the BUYER's reasonable assessment would be interesting or useful for MARBO.

Article 7

- 7.1. The BUYER shall use all commercially reasonable efforts to buy and maintain appropriate stocks of the Goods sufficient to fulfil all customers' orders in a timely manner. On the basis of the sales reports from Article 7.2. the Parties shall agree on the manner of the compensation of the costs of expired goods in a separate Annex to this Agreement.
- 7.2. The BUYER shall furnish MARBO at such times and for such periods as determined by MARBO with such reports and information as MARBO shall reasonably request relating to the marketing, distribution and sales of the Products, including without limitation:
- (i) sales by product (and SKU) – on a daily, weekly and monthly basis;
 - (ii) inventory levels – on monthly basis;
 - (iii) monthly order and shipping forecasts as explained in Article 3 above;
 - (iv) aggregate data on sales of the Goods by the BUYER's key customers
 - (v) listing status – on monthly basis;
 - (vi) monthly sales report and
 - (viii) such other information as MARBO shall reasonably request,
- 7.3. The BUYER shall be entitled to designate sub-contractors to perform the duties vested in it herein in such areas of the Territory where the BUYER does not have an adequate distribution network and/or facilities. The BUYER is fully responsible for the acts of such sub-contractors towards MARBO.
- 7.4. No later than September 15th of each calendar year, the BUYER and MARBO shall draft Annual Operating Plan where they will agree on the sales and distribution targets. By December 15th of that year AOP will be revised accordingly to the latest estimation of the parties.

Payment Article 8.

- 8.1. The BUYER shall pay invoices relating to the Goods no later than 24 hours prior to their shipment on the basis of pro-forma invoice issued by MARBO. For such payment MARBO will grant the BUYER a rebate amounting to 2% of the invoiced amount.




**Force Majeure
Article 9.**

- 9.1. For the purposes of this Agreement „Force Majeure“ shall be understood to include any external, extraordinary and unforeseeable circumstances arising after signature of this Agreement, which could not have been prevented, eliminated or avoided.
- 9.2. The Party referring to a case of Force Majeure shall notify the other Party without any delay stating the date of its occurrence with a detailed description of the established circumstances.
- 9.3. Neither of the Parties hereto shall be deemed in breach of the provisions of this Agreement due to a delay or non-performance of its contractual obligations as a result of Force Majeure.
- 9.4. If, due to Force Majeure, either Party should be prevented to fulfil any of its contractual obligations for a period exceeding two months, the other contracting Party shall be entitled to terminate this Agreement immediately by sending a written notification of termination to the other Party.

Confidential Information and Right to Audit

Article 10.

- 10.1. Each Party shall be liable, during the currency of this Agreement and upon its expiry, to keep as strictly confidential any information advised by the other Party as confidential or such information which are by its nature confidential (hereinafter referred to as CONFIDENTIAL INFORMATION) and which have been communicated by the other Party during the currency of this Agreement.
 - 10.2. Confidential information shall be deemed to include in particular financial results, sales plans, customer information, sales and production figures, discounts or any other data which are not in public domain.
 - 10.3. After expiry or termination of this Agreement, each Party shall forward to the other Party without any delay all materials in its possession, including or representing confidential information of the other Party. In addition, neither Party shall disclose any confidential information without a written approval by the other Party, except when such an obligation is prescribed by the prevailing laws and regulations.
 - 10.4. The confidentiality clause shall remain in force even after the termination of cooperation between the Parties.
 - 10.5. Only for the purpose of verifying whether financial documents presented to MARBO are accurate MARBO has the right to inspect the financial records (either by its own personnel or through an independent accountant). These inspections will not be for the purpose of affecting the BUYER in performing its business. With that respect the BUYER shall grant MARBO and/or an independent auditor access to its financial records upon first request of MARBO. Any such access shall be at any place where the BUYER's financial records are situated on not less than 7 days written notice during normal business hours for the sole purpose of auditing the relevant records.
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The BUYER shall not be obliged to grant access to employee payroll files or individual personnel employee files and if any such or other files do not relate solely, or predominantly to MARBO i.e. the services from this Agreement. The BUYER may remove all non-related information prior to making such information available to MARBO hereunder. In addition, if an outside auditor is used for such examination, (i) such auditor shall be required to sign a confidentiality agreement in a form reasonably satisfactory to the BUYER (which will in any event (a) restrict such auditor from using any such information or derivatives thereof other than for purposes of conducting such audit and from compiling or retaining in any form any such information received and (ii) MARBO's fees payable to such auditor shall not in whole or in part depend on the information discovered in the course of such examination.


- 10.6. In its performance of this Agreement, BUYER shall at all times comply with all applicable laws relating to anti-bribery and anti-corruption including without limitation the U.S. Foreign Corrupt Practices Act. In addition, BUYER agrees that it will not offer or give, directly or indirectly, anything of value to any public official (including officials of government-owned companies) or political official or candidate, for the purpose of influencing any act or decision of such person in his or her official capacity or to obtain or retain business. BUYER agrees to promptly report to MARBO any request or demand for any undue financial or other advantage of any kind received by BUYER in connection with the performance of this agreement. BUYER shall immediately notify MARBO in writing if any public official or political official or candidate becomes an officer, director or employee of BUYER or acquires a direct or indirect interest in BUYER (and BUYER warrants that there are no such persons who are officers, employees or direct or indirect owners as of the date of this Agreement). BUYER shall ensure that any person associated with BUYER who is performing services or providing goods in connection with this Agreement does so in accordance with this clause. Breach of this clause shall be deemed a material breach of this Agreement.

**Miscellaneous
Article 11.**

- 11.1. If any of the provisions of this Agreement or any part thereof shall become invalid, illegal, null and void such provisions shall have no effect to the extent they are deemed invalid, illegal, and null and void, unlike the rest of the Agreement which outstanding part shall be applied in its full capacity.
- 11.2. The general terms and conditions of sale as amended from time to time are attached to this Agreement as its integral part. MARBO shall give notice to the BUYER in writing of any change in the general terms and conditions of sale. In the event of a conflict between the terms of this Agreement and the general terms and conditions of sale, the terms of this Agreement shall prevail. Any terms or conditions in the BUYER's order inconsistent with this Agreement shall be null and void and the BUYER hereby waives any right to assert such modifications
- 11.3. Unless otherwise specifically provided herein, all notices required or permitted by this Agreement shall be in writing and shall be deemed to have been duly given when personally delivered; sent by registered post; or sent by confirmed telegraphic communication or telefax, addressed as follows:

MARBO SERBIA:

Dorđa Stanojevića 14, Belgrade, Serbia



MARBO BOSNA:

Sportski centar bb Street, 78250 Laktaši Republika Srpska Bosnia and Herzegovina

THE BUYER:

Slavonska avenija 52 A Zagreb, Republic of Croatia

Article 12.

- 12.1 This Agreement constitutes the entire agreement between the Parties related to the subject of this Agreement and shall supersede all prior understandings, agreements and amendments thereto related to the same subject matter hereof. This Agreement may be amended only by written agreement.
- 12.2. The rights and obligations of the Parties to this Agreement may not be transferred to any third party without a prior written agreement of the other Party, except where such third party is MARBO's affiliated company.

Article 13.

- 13.1. Regardless of the signing date this Agreement shall come into force on July 1st 2013 and shall remain valid until 31 December 2015. In a case a written termination notice, as defined in the Agreement, is not served by either of the Parties hereto until December 31st 2015, the Parties will automatically continue the distribution agreement for one (1) year term i.e. until December 31st 2016. For 2016 the same automatic prolongment principle will apply i.e. in a case a written termination notice, as defined in the Agreement, is not served by either of the Parties hereto until December 31st 2016, the Parties will automatically continue the distribution agreement for one (1) year term i.e. until December 31st 2017.
- 13.2. The BUYER shall notify MARBO in writing about any change that may involve a legal status of the BUYER, its address or any other change that may have implications on the business relationship between MARBO and the BUYER.
- 13.3. Either Party may terminate with six months' notice period this Agreement by sending a written notification to the other Party during which time any payments due until the date of termination of this Agreement must be settled. Within thirty (30) days after termination MARBO will purchase or cause to be purchased from the BUYER BUYER's stocks of the Goods that are in good saleable condition at prices calculated at actual landed cost of the Goods and additional cost for storage, manipulation and insurance as per official AWT price list.
- 13.4. Notwithstanding the above, this Agreement may be immediately terminated upon occurrence of any of the following events:
- a. Failure to fulfil obligations. In the event that any of the Parties breaches any of its obligations herein and such breach shall not being remedied within 30 days after the defaulting party being notified of such breach, the non-defaulting party may immediately terminate this Agreement.
 - b. Termination due to Bankruptcy or Insolvency. This Agreement may be immediately terminated by either party in case that one of the parties becomes

insolvent, or a petition is filed against it and cannot be contested that it is in bankruptcy, or is adjudged bankruptcy or files a petition for bankruptcy, or reorganization under any bankruptcy law is expropriated or sequestered or submits or has to submit to any other administrative or judicial measures of control. Insolvency is deemed to mean the inability to pay debts as they become due and/or the excess of current liabilities over liquid assets and receivables.

c. In case the weighted distribution of the ten (10) products sold in Territory as per ANNEX 3 is not at least seventy per cent (70%) of the weighted distribution of MARBO's key competitor products in Territory, during any six-month (6) period measured in Nielsen market analysis reports, the parties hereto agree to do the following:

- MARBO shall send to the BUYER a written notice for a meeting
- Within a period of 10 days after the written notice, the parties shall meet and develop a mutually agreed action plan in order to fix the distribution problems.
- In case the BUYER does not implement the agreed action plan within one hundred and twenty (120) days, MARBO has the right to terminate this agreement with a (90) days written notice.

d. In the event that, after the enforcement of the Agreement i.e. July 1st 2013, the BUYER, or any of its affiliate or associate companies distribute or buys out the totality of any company which directly competes with MARBO the in Territory, leading to conflict of interests MARBO may terminate this Agreement immediately by serving a written notice to the BUYERS.

13.5. Upon termination or expiration of this Agreement, the BUYER shall not be entitled to any termination compensation, consequential damages, indemnity or any other payment (including but not limited to goodwill, lost profits, costs of reestablishment or replacement of the business or any other expenses or rights relating to the business of the BUYER) except for direct damages deriving from the breach of MARBO's obligation hereunder.

13.6. MARBO shall indemnify the BUYER against liability arising directly from MARBO's intention or gross negligence that is proved by relevant state authority in relation to the materials used in the Goods or the production of the Goods, supplied by MARBO during the course of this Agreement.

13.7. Distributor shall cease to promote, market and/or advertise the Goods or to make any use of the Trademarks, copyrights or designs other than for the purpose of selling stock in respect of which MARBO and return to MARBO all written confidential information received from MARBO or any of its associated companies

Article 14.

14.1 Possible modifications and amendments of this Agreement shall be stipulated in separate Annexes hereto and in writing. Any issues arising from this Agreement shall be subject to the rules and regulations of the Serbian law.

14.2. Any dispute that may arise from this legally binding document the Parties shall endeavour to resolve in an amicable way. Before either party shall bring any proceedings against the other, that party shall notify the other of the cause of dispute, and that dispute shall be referred to an executive of each party whose executives shall try to resolve the dispute. If no resolution is reached within fifteen (15) business



days of notice as aforesaid, the notifying party shall be free then to commence proceedings before the Commercial court in Belgrade.

14.3. This Agreement was made in six (6) originals, four (4) of which belong to MARBO, and two (2) to the BUYER .

FOR BUYER

[Signature]

27.05.2014

ASA NGLENKO International d.o.o.

MEMBER OF THE BOARD

[Signature]

President

FOR MARBO SERBIA

[Signature]

MARBO PRODUCT d.o.o. BEOGRAD

[Circular Stamp: PROIZVODNJA I PROMETNIH PROIZVODA]

FOR MARBO BOSNIA

[Signature]

MARBO d.o.o. LAKTASI

[Circular Stamp: PROIZVODNJA I PROMETNIH PROIZVODA]



GENERAL TERMS AND CONDITIONS OF SALE

1. GENERAL

1.1. These General Terms and Conditions of Sale shall apply to all offers made by Marbo Product d.o.o (hereinafter referred to as "the Seller") and all agreements concluded between the Seller and the Buyer.

1.2. Any terms and conditions of purchase of the Buyer shall apply only if and insofar as they have been expressly accepted in writing by the Seller.

2. OFFERS AND ORDERS

2.1. All offers made in any form by the Seller shall be free of obligation, unless explicitly stated otherwise. The Seller shall be entitled to withdraw its offer within 8 working days after receipt of the acceptance of the offer.

2.2. If the Buyer places an order which has not been preceded by an offer from the Seller, the latter shall only be bound if it confirms the order in writing within 8 days or if it commences carrying out the order within 8 days.

[Handwritten mark]

2.3. The Seller shall at any time be entitled to alter the goods or its specifications or to comply with applicable standards and governmental regulations.

2.4. Unless otherwise agreed to in writing, prices are based upon delivery ex works and are exclusive of sales tax (VAT).

2.5. Prices quoted shall apply to the quantities quoted only.

3. DELIVERY

3.1. Unless otherwise agreed in writing, delivery shall be ex works / ex warehouse of the Seller (Incoterms 2000). From the moment of delivery, the risk of loss or damage shall pass to the Buyer, even if title to the goods has not yet passed.

3.2. The time for delivery shall not be of the essence. Therefore, in the event of late delivery, the Seller must be formally declared to be in default and must be granted an additional reasonable term to satisfy its obligations. If the extended term is exceeded, the Buyer shall be entitled to dissolve the agreement insofar as no deliveries have taken place. The Seller shall not be liable for any damage resulting from any late delivery.

3.3. The Seller shall be allowed to deliver the sold goods in partial consignments. If the goods are delivered in partial consignments, the Seller shall be entitled to separately invoice the Buyer for the partial consignments and the Buyer shall be obliged to pay such invoices as if they concerned separate agreements. The Buyer shall be obliged to accept delivery of the goods.

3.4. Unless otherwise agreed to in writing the Buyer shall promptly collect the goods or arrange for their collection from the Seller once the Seller has notified the Buyer that the goods are ready for collection. If the Buyer refuses to take prompt delivery or is negligent in providing necessary information or instructions for delivery then the goods will be stored at the Buyer's risk and expense.

4. PAYMENT

4.1. Unless the parties agree otherwise, the goods shall be paid in the agreed upon currency within 30 days after the invoice date by transferring the amount due to the bank account mentioned on the invoice. The day of payment shall be the date on which the amount due has been credited to the bank account. The Buyer shall not be entitled to invoke any set-off.

4.2. Upon expiration of the term of payment, the Buyer shall be in default and, as of that date, it shall owe interest at a rate corresponding to applicable legislation

4.3. If the Buyer fails to meet any of its obligations, all extra-judicial costs reasonably incurred to obtain such payment shall be at the Buyer's expense. Such costs shall in any event include the costs of collection agencies, process servers and attorneys. These costs shall be considered to be at least 15 (fifteen) percent of the outstanding amount.

4.4. Where a court fully or substantially awards judgment against the Buyer and its decision has become final, the Buyer shall be under a duty to reimburse the Seller for all



judicial costs incurred at trial and appellate levels, including any amounts not awarded by the court.

5. RETENTION OF TITLE

5.1. The Seller shall retain title to all goods delivered or to be delivered to the Buyer until the Seller has received payment in full of the purchase price of the goods, the fees for any work done in relation to any sales agreement concluded with the Buyer and any other costs resulting from a breach by the Buyer of any such sales agreement. All costs incurred by the Seller in repossessing the goods shall be paid by the Buyer.

5.2. During such time as the Seller retains title to the goods, the Buyer in possession of the goods shall have the power to deal with and actually deliver the goods in the normal course of its business.

6. FORCE MAJEURE

6.1. The Seller shall not be liable for any damage incurred by the Buyer in case of improper performance if this is due to the occurrence of events which cannot be attributed to the Seller on the basis of either the Seller's fault, or by virtue of law, agreement or generally prevailing opinion ('force majeure').

6.2. If the period during which the Seller cannot fulfill its obligations exceeds or will exceed two months, either party shall be entitled to terminate the agreement without judicial intervention and without any obligation to pay damages to the other party.

6.3. If the Seller has performed part of its obligations when the situation of force majeure arises or if it can only perform part of its obligations, it shall be entitled to separately invoice the Buyer for the partial performance and the Buyer shall be obliged to pay such an invoice as if it concerned a separate agreement.

6.4. Within the meaning of this Article, force majeure shall include strikes, lack of raw materials, delays in deliveries by suppliers and transportation problems,

7. COMPLAINTS

7.1. Upon receipt of the goods, the Buyer shall be obliged to inspect the goods for visible defects. The Buyer shall in particular examine whether the correct goods have been delivered and whether the quantity of the delivered goods conforms to that agreed upon.

7.2. Visible defects must be reported to the Seller immediately after delivery. Defects that are not visible upon receipt must be reported to the Seller immediately after discovery.

7.3. If the complaint is justified, the Seller shall replace the goods or, to its entire discretion, credit the purchase price to the Buyer.

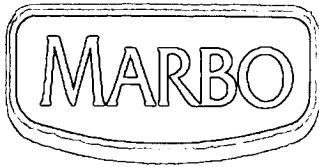
7.4. Even if the Buyer complains in a timely fashion, it shall remain obliged to pay for and take receipt of all orders placed. The Buyer is not allowed to suspend any of its obligations towards the Seller.



PREGLED POTRAZIVANJA KUPCA AWT

Br. Fature	Datum dokumenta	Datum knjizenja	Datum dospeca	Iznos	Valuta
8114421468	29.5.2017	29.5.2017	29.5.2017	12.692,09	EUR
8114444650	30.5.2017	30.5.2017	30.5.2017	4.398,24	EUR
8114441402	30.5.2017	30.5.2017	30.5.2017	12.713,51	EUR
8114547411	1.6.2017	1.6.2017	1.6.2017	12.670,70	EUR
8114579141	2.6.2017	2.6.2017	2.6.2017	4.398,24	EUR
8114581004	2.6.2017	2.6.2017	2.6.2017	3.865,12	EUR
8114741708	7.6.2017	7.6.2017	7.6.2017	12.438,32	EUR
8114785593	8.6.2017	8.6.2017	8.6.2017	6.648,16	EUR
8114803533	9.6.2017	9.6.2017	9.6.2017	4.398,24	EUR
8114804053	9.6.2017	9.6.2017	9.6.2017	12.392,46	EUR

UKUPNO	86.615,08	EUR
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Invoice(COPY)

A company of **PEPSICO**

MARBO PRODUCT D.O.O

Djordja Stanojevic 14, 11070 Belgrade
SERBIA
VAT No. 100002055
Tel/Fax. (+381 11) 3637-000
email: office@marbo.rs

Invoice No: 8114421468
Date: 29.05.2017
Currency: EUR
Order: 1019417570
Insurance: NO
Payment Terms: Payable immediately Due Net

Client

Company: AWT INTERNATIONAL DOO
Address: SLAVONSKA AVENIJA 52
City: ZAGREB
Country: Croatia EU VAT N: HR57159149897
Customer No: 200088860

Delivery
Delivery No: 4018811983
Delivery Date: 29.05.2017
Incoterms: CPT Zagreb
Address: SLAVONSKA AVENIJA 52 , ZAGREB
Shipment: by truck
Driver:
Carnet TIR:

NO.	SKU Code	Product Description	UM	QTY	Unit Price	Discount	Amount
1	340031587	LAYS MAXX SALSA 140G/21	CV	252	10,92	2,00 %	2.696,80
2	340031589	LAYS MAXX PAPRIKA 140G/21	CV	502	10,92	2,00 %	5.372,20
3	340031585	LAYS SALTY 150G/21	CV	432	10,92	2,00 %	4.623,00
Total positions: 3						Total:	12.692,00

Total cases: 1.186

Total KG(Gross/Net): 4.732,140 / 3.577,560

Tax exemption notice: Pursuant Article 24 point 1 of Value Added Tax Law the transaction is exempted from VAT.

Date: _____

Signature and stamp: _____



Invoice(COPY)

A company of **PEPSICO**

MARBO PRODUCT D.O.O

Djordja Stanojevic 14, 11070 Belgrade
SERBIA
VAT No. 100002055
Tel/Fax. (+381 11) 3637-000
email: office@marbo.rs

Invoice No: 8114444650
Date: 30.05.2017
Currency: EUR
Order: 1019491582
Insurance: NO
Payment Terms: Payable immediately Due Net

Client

Company: AWT INTERNATIONAL DOO
Address: SLAVONSKA AVENIJA 52
City: ZAGREB
Country: Croatia EU VAT N: HR57159149897
Customer No: 200088860

Delivery
Delivery No: 4018818277
Delivery Date: 30.05.2017
Incoterms: CPT Zagreb
Address: SLAVONSKA AVENIJA 52 , ZAGREB
Shipment: by truck
Driver:
Carnet TIR:

NO.	SKU Code	Product Description	UM	QTY	Unit Price	Discount	Amount
1	340031475	LAYS SALT 28G/48	CV	1.320	3,40	2,00 %	4.398,24
Total positions: 1						Total:	4.398,24

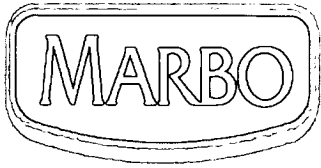
Total cases: 1.320

Total KG(Gross/Net): 2.534,400 / 1.774,080

Tax exemption notice: Pursuant Article 24 point 1 of Value Added Tax Law the transaction is exempted from VAT.

Date: _____

Signature and stamp: _____



Invoice(COPY)

A company of **PEPSICO**

MARBO PRODUCT D.O.O

Djordja Stanojevic 14, 11070 Belgrade
SERBIA
VAT No. 100002055
Tel/Fax. (+381 11) 3637-000
email: office@marbo.rs

Invoice No: 8114441402
Date: 30.05.2017
Currency: EUR
Order: 1019637833
Insurance: NO
Payment Terms: Payable immediately Due Net

Client

Company: AWT INTERNATIONAL DOO
Address: SLAVONSKA AVENIJA 52
City: ZAGREB
Country: Croatia EU VAT N: HR57159149897
Customer No: 200088860

Delivery

Delivery No: 4018816897
Delivery Date: 30.05.2017
Incoterms: CPT Zagreb
Address: SLAVONSKA AVENIJA 52 , ZAGREB
Shipment: by truck
Driver:
Carnet TIR:

NO.	SKU Code	Product Description	UM	QTY	Unit Price	Discount	Amount
1	340031585	LAYS SALTY 150G/21	CV	180	10,92	2,00 %	1.926,2€
2	340031501	LAYS BACON 150G/21	CV	72	10,92	2,00 %	770,5€
3	340031588	LAYS MAXX CHEESE&ONION 140G/21	CV	360	10,92	2,00 %	3.852,5€
4	340031589	LAYS MAXX PAPRIKA 140G/21	CV	468	10,92	2,00 %	5.008,3€
5	340031587	LAYS MAXX SALSA 140G/21	CV	108	10,92	2,00 %	1.155,7€
Total positions: 5						Total:	12.713,5€

Total cases: 1.188

Total KG(Gross/Net): 4.740,120 / 3.545,640

Tax exemption notice: Pursuant Article 24 point 1 of Value Added Tax Law the transaction is exempted from VAT.

Date: _____

Signature and stamp: _____



Invoice(COPY)

A company of **PEPSICO**

MARBO PRODUCT D.O.O

Djordja Stanojevic 14, 11070 Belgrade
SERBIA
VAT No. 100002055
Tel/Fax. (+381 11) 3637-000
email: office@marbo.rs

Invoice No: 8114547411
Date: 01.06.2017
Currency: EUR
Order: 1019498061
Insurance: NO
Payment Terms: Payable immediately Due Net

Client

Company: AWT INTERNATIONAL DOO
Address: SLAVONSKA AVENIJA 52
City: ZAGREB
Country: Croatia EU VAT N: HR57159149897
Customer No: 200088860

Delivery

Delivery No: 4018878224
Delivery Date: 01.06.2017
Incoterms: CPT Zagreb
Address: SLAVONSKA AVENIJA 52 , ZAGREB
Shipment: by truck
Driver:
Carnet TIR:

NO.	SKU Code	Product Description	UM	QTY	Unit Price	Discount	Amount
1	340031585	LAYS SALTY 150G/21	CV	66	10,92	2,00 %	706,36
2	340031501	LAYS BACON 150G/21	CV	18	10,92	2,00 %	192,63
3	340031588	LAYS MAXX CHEESE&ONION 140G/21	CV	108	10,92	2,00 %	1.155,72
4	340031589	LAYS MAXX PAPRIKA 140G/21	CV	602	10,92	2,00 %	6.442,36
5	340031587	LAYS MAXX SALSA 140G/21	CV	360	10,92	2,00 %	3.852,56
6	340031503	LAYS FROMAGE 150G/21	CV	30	10,92	2,00 %	321,00
Total positions: 6						Total:	12.670,70

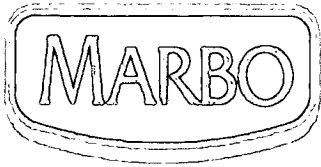
Total cases: 1.184

Total KG(Gross/Net): 4.724,160 / 3.504,900

Tax exemption notice: Pursuant Article 24 point 1 of Value Added Tax Law the transaction is exempted from VAT.

Date: _____

Signature and stamp: _____



Invoice(COPY)

A company of **PEPSICO**

MARBO PRODUCT D.O.O

Djordja Stanojevica 14, 11070 Belgrade
SERBIA
VAT No. 100002055
Tel/Fax. (+381 11) 3637-000
email: office@marbo.rs

Invoice No: 8114579141
Date: 02.06.2017
Currency: EUR
Order: 1019559137
Insurance: NO
Payment Terms: Payable immediately Due Net

Client

Company: AWT INTERNATIONAL DOO
Address: SLAVONSKA AVENIJA 52
City: ZAGREB
Country: Croatia EU VAT N: HR57159149897
Customer No: 200088860

Delivery

Delivery No: 4018887941
Delivery Date: 02.06.2017
Incoterms: CPT Zagreb
Address: SLAVONSKA AVENIJA 52 , ZAGREB
Shipment: by truck
Driver:
Carnet TIR:

NO.	SKU Code	Product Description	UM	QTY	Unit Price	Discount	Amount
1	340031475	LAYS SALT 28G/48	CV	1.320	3,40	2,00 %	4.398,24
Total positions: 1						Total:	4.398,24

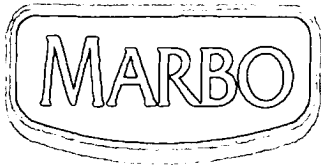
Total cases: 1.320

Total KG(Gross/Net): 2.534,400 / 1.774,080

Tax exemption notice: Pursuant Article 24 point 1 of Value Added Tax Law the transaction is exempted from VAT.

Date: _____

Signature and stamp: _____



Invoice(COPY)

A company of **PEPSICO**

MARBO PRODUCT D.O.O

Djordja Stanojevic 14, 11070 Belgrade
SERBIA
VAT No. 100002055
Tel/Fax. (+381 11) 3637-000
email: office@marbo.rs

Invoice No: 8114581004
Date: 02.06.2017
Currency: EUR
Order: 1019505681
Insurance: NO
Payment Terms: Payable immediately Due Net

Client

Company: AWT INTERNATIONAL DOO
Address: SLAVONSKA AVENIJA 52
City: ZAGREB
Country: Croatia EU VAT N: HR57159149897
Customer No: 200088860

Delivery
Delivery No: 4018887944
Delivery Date: 02.06.2017
Incoterms: CPT Zagreb
Address: SLAVONSKA AVENIJA 52 , ZAGREB
Shipment: by truck
Driver:
Carnet TIR:

NO.	SKU Code	Product Description	UM	QTY	Unit Price	Discount	Amount
1	340031475	LAYS SALT 28G/48	CV	1.160	3,40	2,00 %	3.865,12
Total positions: 1						Total:	3.865,12

Total cases: 1.160

Total KG(Gross/Net): 2.227,200 / 1.559,040

Tax exemption notice: Pursuant Article 24 point 1 of Value Added Tax Law the transaction is exempted from VAT.

Date: _____

Signature and stamp: _____



Invoice(COPY)

A company of **PEPSICO**

MARBO PRODUCT D.O.O

Djordja Stanojevica 14, 11070 Belgrade
SERBIA
VAT No. 100002055
Tel/Fax. (+381 11) 3637-000
email: office@marbo.rs

Invoice No: 8114741708
Date: 07.06.2017
Currency: EUR
Order: 1019677966
Insurance: NO
Payment Terms: Payable Immediately Due Net

Client

Company: AWT INTERNATIONAL DOO
Address: SLAVONSKA AVENIJA 52/A
City: ZAGREB
Country: Croatia EU VAT N: HR57159149897
Customer No: 200088860

Delivery

Delivery No: 4018977492
Delivery Date: 07.06.2017
Incoterms: CPT Zagreb
Address: SLAVONSKA AVENIJA 52/A , ZAGREB
Shipment: by truck
Driver:
Carnet TIR:

NO.	SKU Code	Product Description	UM	QTY	Unit Price	Discount	Amount
1	340031501	LAYS BACON 150G/21	CV	288	10,92	2,00 %	3.082,0€
2	340031503	LAYS FROMAGE 150G/21	CV	360	10,92	2,00 %	3.852,5€
3	340031411	LAYS SPICY PAPRIKA 150G/20	CV	540	10,40	2,00 %	5.503,6€
Total positions: 3						Total:	12.438,3€

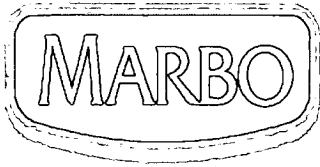
Total cases: 1.188

Total KG(Gross/Net): 4.637,520 / 3.661,200

Tax exemption notice: Pursuant Article 24 point 1 of Value Added Tax Law the transaction is exempted from VAT.

Date: _____

Signature and stamp: _____



Invoice(COPY)

A company of **PEPSICO**

MARBO PRODUCT D.O.O

Djordja Stanojevic 14, 11070 Belgrade
SERBIA
VAT No. 100002055
Tel/Fax. (+381 11) 3637-000
email: office@marbo.rs

Invoice No: 8114785593
Date: 08.06.2017
Currency: EUR
Order: 1019783967
Insurance: NO
Payment Terms: Payable immediately Due Net

Client

Company: AWT INTERNATIONAL DOO
Address: SLAVONSKA AVENIJA 52/A
City: ZAGREB
Country: Croatia EU VAT N: HR57159149897
Customer No: 200088860

Delivery

Delivery No: 4018991959
Delivery Date: 08.06.2017
Incoterms: CPT Zagreb
Address: SLAVONSKA AVENIJA 52/A , ZAGREB
Shipment: by truck
Driver:
Carnet TIR:

NO.	SKU Code	Product Description	UM	QTY	Unit Price	Discount	Amount
1	340031475	LAYS SALT 28G/48	CV	1.346	5,04	2,00 %	6.648,16
Total positions: 1							Total: 6.648,16

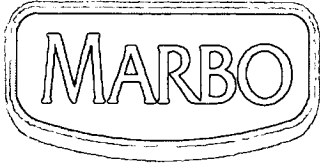
Total cases: 1.346

Total KG(Gross/Net): 2.584,320 / 1.809,024

Tax exemption notice: Pursuant Article 24 point 1 of Value Added Tax Law the transaction is exempted from VAT.

Date: _____

Signature and stamp: _____



Invoice(COPY)

A company of **PEPSICO**

MARBO PRODUCT D.O.O

Djordja Stanojevic 14, 11070 Belgrade
SERBIA
VAT No. 100002055
Tel/Fax. (+381 11) 3637-000
email: office@marbo.rs

Invoice No: 8114803533
Date: 09.06.2017
Currency: EUR
Order: 1019500242
Insurance: NO
Payment Terms: Payable immediately Due Net

Client

Company: AWT INTERNATIONAL DOO
Address: SLAVONSKA AVENIJA 52
City: ZAGREB
Country: Croatia EU VAT N: HR57159149897
Customer No: 200088860

Delivery

Delivery No: 4019025148
Delivery Date: 09.06.2017
Incoterms: CPT Zagreb
Address: SLAVONSKA AVENIJA 52 , ZAGREB
Shipment: by truck
Driver:
Carnet TIR:

NO.	SKU Code	Product Description	UM	QTY	Unit Price	Discount	Amount
1	340031475	LAYS SALT 28G/48	CV	1.320	3,40	2,00 %	4.398,24
Total positions: 1						Total:	4.398,24

Total cases: 1.320

Total KG(Gross/Net): 2.534,400 / 1.774,080

Tax exemption notice: Pursuant Article 24 point 1 of Value Added Tax Law the transaction is exempted from VAT.

Date: _____

Signature and stamp: _____



Invoice(COPY)

A company of **PEPSICO**

MARBO PRODUCT D.O.O

Djordja Stanojevic 14, 11070 Belgrade
SERBIA
VAT No. 100002055
Tel/Fax. (+381 11) 3637-000
email: office@marbo.rs

Invoice No: **8114804053**
Date: 09.06.2017
Currency: EUR
Order: 1019748916
Insurance: NO
Payment Terms: Payable immediately Due Net

Client

Company: AWT INTERNATIONAL DOO
Address: SLAVONSKA AVENIJA 52
City: ZAGREB
Country: Croatia EU VAT N: HR57159149897
Customer No: 200088860

Delivery

Delivery No: 4019025223
Delivery Date: 09.06.2017
Incoterms: CPT Zagreb
Address: SLAVONSKA AVENIJA 52 , ZAGREB
Shipment: by truck
Driver:
Carnet TIR:

NO.	SKU Code	Product Description	UM	QTY	Unit Price	Discount	Amount
1	340031585	LAYS SALTY 150G/21	CV	1.122	10,92	2,00 %	12.007,20
2	340031589	LAYS MAXX PAPRIKA 140G/21	CV	36	10,92	2,00 %	385,20
Total positions: 2						Total:	12.392,40

Total cases: 1.158

Total KG(Gross/Net): 4.620,420 / 3.640,140

Tax exemption notice: Pursuant Article 24 point 1 of Value Added Tax Law the transaction is exempted from VAT.

Date: _____

Signature and stamp: _____

Punomoć

Ovlašćujem(o) da me (nas) pravno zastupaju (brane) odvjetnici iz

DIVJAK TOPIĆ BAHTIJAREVIĆ Odvjetničko društvo

10000 Zagreb, Ivana Lučića 2a, 18. kat, tel / fax 01/5391600, 5391601, www.dtb.hr

Divjak, Topić & Bahtijarević
odvjetničko društvo d.o.o.
ZAGREB, IVANA LUČIĆA 2A/1E

ODVJETNICA
ANA TUDORIĆ
MEJOVŠEK
Ana Tudorić Mejovšek

u predstečajnom postupku koji se vodi pred Trgovačkim sudom u Zagrebu pod poslovnim brojem 89.St-1719/17-4 po prijedlogu dužnika AWT International, Trgovina i usluge doo Slavenska avenija 52/a, Zagreb, OIB 57159149897

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

Pristajem(o) da ga (ih) za slučaj spriječenosti zamijeni(e):

odvjetnici: *Hana Renić Henig, Ana-Marija Gavrišić Šabogać*

odv. vj.: *Andrej Žmikić, Marijka Zelić*

Za slučaj spora u vezi mandata po ovoj punomoći pristajem(o) na nadležnost suda u Zagrebu.

U Zagrebu, dana 29. juna 2017. godine

Nenad Mišćević, direktor

Nenad Mišćević



Tatjana Mitrović, lice ovlašteno za zastupanje

Tatjana Mitrović

DIB

10126 Zagreb



FINANCIJSKA AGENCIJA
ZAGREB
30-07-2007
ODJEL ZA UPRAVLJANJE
POSREDOVANJE

**FINANCIJSKA AGENCIJA
ZAGREB**
Pisarnica - predstečajni
postupak
Ulica grada Vukovara 70
10000 Zagreb

MZ-962