

**PURCHASE AGREEMENT FOR CERTAIN  
ASSETS AND THE TABLEWARE DECORATION  
ACTIVITIES OF THE INKER COMPANY**

In Chiva, made on the day 28<sup>th</sup> of June of 2010

Between,

**INKER, CERAMIC AND PORCELAIN INDUSTRY d.d.**, a Croatian company having its offices at Industrijska 1, 10290 Zaprešić, Hrvatska, Commercial Court Register, Financial ID Number: 080006150, legally represented by Mr. José Salvador Comes, a Spanish citizen, adult, Identity Card No. (D.N.I.) 77091834C, Board member and Cristian de Haro Carbonell, a spanish citizen, adult, Identity card No. (D.N.I.) 46140215F, Board Member.

hereinafter referred to as: **"Seller"**

and,

**INKERPOR d.o.o.**, a Croatian company having its offices in Industrijska 1, 10290 Zaprešić, legally represented by Ramon Vivo Gisbert a Spanish citizen, adult, Identity Card No. (D.N.I.) 22682402D, and Vicente Ros Blasco, Spanish citizen, adult, Identity Card No. (D.N.I.) 18823532P, both in the capacity of Board Members.

Hereinafter referred to as: **"Buyer"**.

The Seller and Buyer are hereinafter both referred to as Parties whereas each side is referred to as Party.

**UGOVOR O KUPOPRODAJI ODREĐENE  
IMOVINE I DIJELA POSLA DEKORIRANJA  
STOLNOG POSUĐA TVRTKE INKER**

U Chivu, u 28. lipanj 2010.

S jedne strane,

**INKER, INDUSTRIJA KERAMIKE I PORCULANA d.d.**, hrvatska tvrtka sa sjedištem na adresi Industrijska 1, 10290 Zaprešić, Hrvatska, Trgovački Registar, financijski broj: 080006150, koju zastupa g. Jose Salvador Comes, španjolski državljanin, punoljetan, broj osobne iskaznice (D.N.I.) 77091834C, Član Uprave i Cristian de Haro Carbonell, španjolski državljanin, punoljetan, broj osobne iskaznice (D.N.I.) 46140215F, Član Uprave

u daljnjem tekstu: **„Prodavatelj”**

i s druge strane,

**INKERPOR d.o.o.**, hrvatska tvrtka sa sjedištem na adresi Industrijska 1, 10290 Zaprešić, koju zastupa g. Ramon Vivo Gisbert, španjolski državljanin, punoljetan, broj osobne iskaznice (D.N.I.) 22682402D i Vicente Ros Blasco, španjolski državljanin, punoljetan, broj osobne iskaznice (D.N.I.) 18823532P, oboje u svojstvu Članova Uprave

u daljnjem tekstu: **„Kupac”**.

U daljnjem tekstu, Prodavatelj i Kupac zajedno se nazivaju Ugovornim stranama, a svaka zasebno Ugovornom stranom.

The Parties, in the capacity of company representatives, mutually and reciprocally acknowledge their legal capacity which is hereby required for the realization of this Selling Agreement (hereinafter referred to as Agreement) and with this purpose they hereby

### DECLARE

**A.** That Seller runs as an ancillary business the activity of decoration of tableware products ("Business").

**B.** That the Buyer is a company which is engaged in the production and commercialization of tableware.

**C.** That the Seller is interested in the sale of the Business to the Buyer who is interested in the purchase of such Business.

Based on the mentioned hereinabove, the Parties sign this Purchase Agreement for certain assets, elements and rights, subject to following

### PROVISIONS

#### 1. SUBJECT

**1.1.** The Seller shall sell, and the Buyer shall purchase the items stated in Article 1.2., which, amongst others, are part of the Business.

**1.2.** The assets, rights and elements which are the subject of this Agreement are the following:

(a) Fixed assets, including technical booklets and manuals, as listed in **Annex I.**

(b) Contracts of employment related to the Business, as listed in **Annex II.**

(c) Contracts with suppliers as listed in **Annex III.**

(d) Raw materials, spare parts and business related components as they exist on Closing

Ugovorne strane, u svojstvu zastupnika tvrtke, međusobno i recipročno si priznaju pravnu sposobnost potrebnu za realizaciju ovog kupoprodajnog ugovora (u daljnjem tekstu: Ugovor) i u tu svrhu

### IZJAVLJUJU

**A.** Da Prodavatelj vodi pomoćnu poslovnu djelatnost dekoriranja porculanskih proizvoda („Posao”).

**B.** Da je Kupac tvrtka koja se bavi proizvodnjom i komercijalizacijom stolnog posuđa.

**C.** Da je Prodavatelj zainteresiran za prodaju navedenog Posla Kupcu koji je izrazio interes za kupnju istog.

Na temelju navedenog, Ugovorne strane potpisuju ovaj Ugovor o kupoprodaji određene imovine, elemenata i prava, koji podliježu slijedećim

### ODREDBAMA

#### 1. PREDMET

**1.1.** Prodavatelj se obvezuje prodati, a Kupac se obvezuje kupiti elemente navedene pod 1.2., a koji su, između ostalog, sastavni dio Posla.

**1.2.** Imovina, prava i elementi, koji su predmet ovoga Ugovora jesu sljedeći:

(a) Fiksna imovina navedena u **Aneksu I.**

(b) Ugovori o radu vezani za Posao, navedeni u **Aneksu II.**

(c) Ugovori s dobavljačima navedeni u **Aneksu III.**

(d) Sirovine, rezervni dijelovi i komponente vezane uz poslovanje u obliku u kojem postoje na Datum zatvaranja.

<p>Date.</p> <p><b>1.3.</b> The date for the closing of the sale and purchase agreement shall be 4<sup>th</sup> August, 2010 ("Closing Date").</p> <p><b>2. PRICE</b></p> <p><b>2.1.</b> The sale price for the assets listed in Article 1.2 is the following:</p> <p><b>(a)</b> The sale price for the assets listed in Annex I and for the raw materials and spare parts referred to under 1.2 (d) above, amounts in total to HRK 2.170.000 (Two million one hundred and seventy thousand kunas).</p> <p><b>(b)</b> The items listed in paragraph 1.2 subparagraphs (b) and (c) shall be transferred without consideration.</p> <p>The sale price shall be subject to Value Added Tax which amounts to HRK 499.100 (23% of the sale price).</p> <p><b><u>2.2. Forms of payment:</u></b></p> <p><b>(a)</b> The sale price shall be paid by the Purchaser to the Seller in six installments of HRK 361.666 each one of them, payable within the first five (5) days of each one of the months of June to December 2011.</p> <p><b>(b)</b> On Closing Date the Seller shall issue the following invoices to the Purchaser:</p> <p>(i) an invoice for the fixed assets set out in Annex I, for the amount of HRK 1.650.000 plus the applicable value added tax (HRK 379.500);</p> <p>(ii) an invoice for the raw materials and spare parts, for the amount of HRK 520.000 plus the applicable value added tax (HRK 119.600).</p> <p>The sale prices shall be payable as set out in clause 2.2 (a) above and the Value Added</p>	<p><b>1.3.</b> Datum za zatvaranje prodaje i kupoprodajnog ugovora biti će 4. kolovoz 2010. ("Datum zatvaranja").</p> <p><b>2. CIJENA</b></p> <p><b>2.1.</b> Cijena prodaje imovine navedene u članku 1.2 je sljedeća:</p> <p><b>(a)</b> Cijena imovine navedene u Aneksu I. za sirovine i rezervne dijelove iz članka 1.2. (d) iznosi 2.170.000 kuna (dvamilijuna stosedamdesettisuća kuna)</p> <p><b>(b)</b> Elementi navedeni u stavku 1.2., podstavcima (b) i (c) prenose se bez naknade.</p> <p>Prodajna cijena podliježe porezu na dodanu vrijednost koji iznosi 499.100 kuna (23% prodajne cijene).</p> <p><b><u>2.2. Oblik plaćanja:</u></b></p> <p><b>(a)</b> Kupac će prodavatelju platiti prodajnu cijenu u šest obroka od po 361.666 HRK svaki, plativo u roku prvih pet (5) dana svakog mjeseca od lipnja do prosinca 2011.</p> <p><b>(b)</b> Prodavatelj će na Datum zatvaranja izdati Kupcu sljedeće račune:</p> <p>(i) račun za materijalnu imovinu iz Aneksa I, na iznos od 1.650.000 HRK uvećan za primjenjivi PDV (379.500 HRK);</p> <p>(ii) račun za sirovine i rezervne dijelove, na iznos od 520.000 HRK uvećan za primjenjivi PDV (119.600 HRK).</p> <p>Prodajne cijene plative su kao što je navedeno u članku 2.2 (a) te Kupac Prodavatelju PDV plaća na Datum zatvaranja doznakom na račun Prodavatelja o kojem će Kupac biti obaviješten najkasnije pet (5) dana prije</p>
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Tax shall be paid by the Purchaser to the Seller on Closing Date by way of wire transfer to Seller's account to be provided to the Purchaser not later than five (5) days before Closing Date. .

- (c) The payments of the amounts referred to in (a) and (b) above shall be made by way of a wire in the following bank account of the Seller: *[details of the bank account]*
- (d) The payment of the sums referred to under (i) and (ii) above shall be secured by a comfort letter issued by Porvasal S.A., a Spanish corporation, sole shareholder of Inkerpor d.o.o. to Inker d.d.

### 3. TRANSFER OF RIGHTS AND OBLIGATIONS TO THE BUYER IN EMPLOYMENT CONTRACTS

**3.1.** The Buyer is obliged to take over all employment contracts for all employees listed in Annex II. The Buyer is obliged to respect the same working conditions applicable to each one of the employees as of Closing Date. The term "working conditions" includes but is not limited to: position, working hours, salary and seniority. On Closing Date, the Seller will hand over to the Buyer all contracts and agreements signed with employees, workers and the Unions, related to the present transaction. Attached to this Agreement as **Annex IV** are the collective bargaining agreement applicable to the employees.

**3.2.** According to the applicable regulations (particularly in Article 133 of the Labor Law) the Seller and the Buyer shall jointly notify each employee by means of a notice in the form attached as **Annex V** of the termination of his/her employment relationship with the Seller and the commencement of his/her employment relationship with the Buyer.

**3.3.** The Seller and the Buyer are obliged to take all the required steps to achieve the assignment of the employment contracts according to Article 133 of the Labor Law.

**3.4.** The obligations under the employment

Datuma zatvaranja.

- (c) Plaćanje iznosa iz (a) i (b) vrši se doznakom na sljedeći bankovni račun Prodavatelja: *[podaci o bankovnom računu]*
- (d) Plaćanje iznosa iz (i) i (ii) osigurava se pismom podrške izdanom od strane Porvasala S.A., španjolska kompanija, jedini dioničar Inkerpora d.o.o. prema Inkeru d.d.

### 3. PRIJENOS PRAVA I OBVEZA NA KUPCA U UGOVORIMA O RADU

**3.1.** Kupac se obvezuje preuzeti sve ugovore o radu svih zaposlenika koji su navedeni u Aneksu II. Kupac se obvezuje poštovati iste uvjete rada koji su se primjenjivali na sve zaposlenike na Datum zatvaranja. Pod radnim uvjetima podrazumijevaju se (iako nije konačno) radno mjesto, radno vrijeme, plaća i duljina radnog staža. Prodavatelj će na Datum zatvaranja predati Kupcu sve ugovore i sporazume potpisane sa zaposlenicima, radnicima i sindikatima a koji se odnose na ovu transakciju. Kolektivni ugovori koji se odnose na zaposlenike priloženi su ovom ugovoru kao **Aneks IV**.

**3.2.** Sukladno primjenjivoj regulativi (osobito u članku 133. Zakona o Radu) Prodavatelj i Kupac zajedno će u pisanom obliku, obavijestiti svakog radnika putem obavijesti u obliku navedenom u **Aneksu IV** o prestanku njegova/njezina radnog odnosa s Prodavateljem i početku njegova/njezina radnog odnosa s Kupcem.

**3.3.** Prodavatelj i Kupac se obvezuju da će poduzeti sve potrebne korake za kako bi postigli prijenos ugovora radnika sukladno članku 133. Zakona o radu.

**3.4.** Obaveze iz ugovora o radu radnika dospjele do i uključujući Datum zatvaranja podmirit će Prodavatelj, a sve one obaveze dospjele iza toga datuma podmire Kupac.

contracts accrued up to and including the Closing Date shall be settled by the Seller, whereas those obligations accrued after that date shall be borne by the Buyer.

The cost for the holiday days accrued between 1 January to Closing Date and not enjoyed by the employees during such period of time or, shall it be the case, any previous year, will be credited by the Seller to the Buyer against the Price of this agreement stated in Clause 2

**3.5.** The Seller and the Buyer shall compensate each other for the costs and losses that each one of them may suffer due to a breach of their respective obligations undertaken pursuant to sections 3.1 and 3.4 of this Article.

**3.6.** The Seller does not guarantee to the Buyer that all employees shall accept the assignment of their employment contracts to the Buyer.

#### **4. TRANSFER OF RIGHTS AND OBLIGATIONS TO THE BUYER IN SUPPLIER CONTRACTS**

**4.1.** On Closing Date, the Seller and Buyer shall jointly notify the suppliers that the Buyer shall assume all the rights and obligations of the Seller in the contracts which exist between suppliers and the Seller. A written notice hereof shall be made in the form as stipulated in **Annex VI** of this Agreement to each one of the suppliers informing them of the assignment of their respective contract. Following the assignment of the contracts, the Seller and the Buyer agree as follows:

a) All the payments to be made to a supplier for supplies delivered by such supplier on a date prior to the Closing Date, shall be paid by the Seller.

b) Buyer is obliged to comply with all the obligations towards the suppliers which have been agreed by the Seller before Closing Date and the implementation of which shall take place after Closing Date.

c) All payments to be made to a supplier for supplies delivered by such supplier on a date after Closing Date shall be paid by the Buyer.

Troškovi dana godišnjeg odmora koji dopijaju između 1. siječnja i Datuma zatvaranja i koje zaposlenici nisu iskoristili u tom razdoblju ili, ako bude takav slučaj, bilo koje ranije godine, Prodavatelj će pripisati Kupcu po cijeni iz ovog ugovora navedenoj u članku 2.

**3.5.** Prodavatelj i Kupac će oštetiti jedan drugoga za troškove i štete koje svaki od njih može pretrpiti uslijed nepoštivanja svojih obveza koje su preuzete na temelju stavaka 3.1. i 3.4. ovog članka.

**3.6** Prodavatelj ne jamči Kupcu da će svi zaposlenici prihvatiti prijenos njihovih ugovora o radu na Kupca.

#### **4. PRIJENOS PRAVA I OBVEZA NA KUPCA U UGOVORIMA S DOBAVLJAČIMA**

**4.1.** Na Datum zatvaranja Prodavatelj i Kupac zajedno će pismeno obavijestiti dobavljače o svojoj namjeri da Kupac preuzme prava i obveze Prodavatelja u ugovorima koji postoje između dobavljača i Prodavatelja. Pisana obavijest o tome mora se uputiti u obliku navedenom u **Aneksu VI** ovog Ugovora svim dobavljačima te ih se tako obavijestiti o prijenosu njihovih pojedinačnih ugovora. Nakon prijenosa ugovora, Prodavatelj i Kupac su suglasni kako slijedi:

a) Prodavatelj je dužan podmiriti sve novčane iznose koji čekaju na podmirenje prema dobavljačima sa bilo kojim datumom prije Datuma zatvaranja.

b) Kupac se obvezuje poštovati sve obaveze prema dobavljačima koje je postigao Prodavatelj prije Datuma zatvaranja a koje se moraju nastaviti provoditi i nakon Datuma zatvaranja.

c) Kupac je dužan podmiriti sva plaćanja

dobavljačima za isporuke koje taj dobavljač izvrši na datum nakon Datuma zatvaranja .

d) U slučaju da je to izvedivo, Kupac će platiti Prodavatelju predujmove plaćene od strane Prodavatelja bilo kojem dobavljaču a koji se odnose na isporuke neisporučene Prodavatelju do Datuma zatvaranja.

d) If applicable, the Buyer shall pay to the Seller a sum equal to the advance payments made by the Seller to any of the suppliers and which pertain to supplies not delivered to the Seller by Closing Date.

**4.2.** The Seller and the Buyer shall cooperate with each other to effectively comply with the provisions under section 4.1.

## **5. SUSPENSIVE CONDITION**

**5.1.** The Seller's obligation to consummate its obligations under this Agreement is conditioned to the obtaining of the approval of (a) the General Assembly and (b) Supervisory Board of the Seller.

**5.2.** The Seller is obliged to convene and hold the abovementioned General Assembly and Supervisory Board meeting until 31<sup>st</sup> July, 2010 at the latest.

## **6. BUSINESS MANAGEMENT UNTIL CLOSING DATE**

**6.1.** Since the day of execution of this Agreement until the Closing Date, the Seller is obliged to retain the title Seller owns as of this date over the assets listed in Annex I, and shall manage and operate the Business according to his usual practice and with full authority to take decisions in respect of such Business.

**6.2.** Without prejudice to section 6.1 above, the Seller and Buyer shall maintain regular contacts in order to provide the Buyer with an insight into the development and circumstances which affect Business and which might present a matter of interest to the Buyer. The Seller shall not be obliged to provide the Buyer with any information in respect of which the Seller has undertaken a confidentiality obligation vis-à-vis third parties, neither shall the Seller be obliged to provide information which, not being subject to such confidentiality undertaking, is – at Seller's sole discretion - confidential due to

**4.2.** Prodavatelj i Kupac će međusobno surađivati kako bi učinkovito izvršili odredbe pod stavkom 4.1.

## **5. SUSPENZIVNI UVJET**

**5.1.** Obveza Prodavatelja da preuzme obveze u ovom Ugovoru uvjetovana je dobivanjem suglasnosti Glavne skupštine i (b) Nadzornog odbora Prodavatelja.

**5.2.** Prodavatelj se obvezuje sazvati i održati navedenu Glavnu skupštinu i sjednicu Nadzornog odbora najkasnije do 31. srpnja 2010.

## **6. UPRAVLJANJE POSLOM DO DATUMA ZATVARANJA**

**6.1.** Od datuma sklapanja ovog ugovora do Datuma zatvaranja, Prodavatelj se obvezuje da će zadržati svoja prava vezana za imovinu navedenu u Aneksu I., koja postoje na današnji datum, te da će upravljati i voditi Posao sukladno svojoj uobičajenoj praksi i sa svim ovlastima za donošenje odluka s tim u svezi.

**6.2.** Ne zadirući u odredbe iz stavka 6.1. Prodavatelj i Kupac će održavati redovite kontakte kako bi Kupac imao uvid u razvoj i okolnosti koje imaju utjecaja na Posao i koje Kupcu mogu biti od interesa. Prodavatelj neće biti obvezan pružati Kupcu bilo koje informacije, za koje je Prodavatelj preuzeo obvezu poštivanja povjerljivosti prema trećim stranama, niti će Prodavatelj biti obvezan pružiti informacije koje ne podliježu takvoj obvezi poštivanja povjerljivosti, već je – prema vlastitom nahođenju Prodavatelja - povjerljiva zbog svog značaja za Posao Prodavatelja.

## **7. PRESTANAK**

**7.1.** Prije Datuma zatvaranja, koji su Ugovorne strane utvrdile kao datum za izvršenje prijenosa robe, prava i dijela posla na

<p>its significance for the Business of the Seller,</p> <p><b>7. TERMINATION</b></p> <p><b>7.1.</b> Prior to the Closing Date, which is the date which the Parties have agreed to be the date of consummation of the transfer of goods, rights and part of the business to the Buyer - this Contract shall be terminated in the following instances:</p> <p><b>(a)</b> by written consent between both Parties</p> <p><b>(b)</b> at the initiative of the non-defaulting Party, in case of breach of any provision of this Agreement by any of the Parties and provided that such breach is not capable of being remedied; <b>or</b>,</p> <p><b>(c)</b> in case the Seller is not authorized by its General Assembly and/or its Supervisory Board to consummate this Agreement, as stipulated by Article 5 of this Agreement.</p> <p><b>7.2.</b> Should this Agreement be terminated for any of the reasons stipulated in 7.1. of this Article, the rights and obligations of the Parties determined by this Agreement shall terminate and shall lose their legal effect; in the understanding that if termination of Agreement is due to the provisions of section 7.1 (b) the non-defaulting Party shall be entitled to claim compensation for the damage suffered from the defaulting party. Should this agreement be terminated due to provision 7.1. (c) the parties agree that will make best efforts in order to remediate the situation protecting the interest of both parties.</p> <p><b>7.3.</b> Once the transaction the subject of this Agreement is consummated, neither of the Parties shall be entitled to terminate this Agreement, not even in the case of breach of the Agreement by the other Party. The non defaulting Party shall be entitled to claim a compensation from the defaulting Party.</p> <p><b>8. SERVICES AGREEMENTS</b></p>	<p>Kupca – ovaj Ugovor prestaje u sljedećim slučajevima:</p> <p><b>(a)</b> pismenim dogovorom obiju Ugovornih strana</p> <p><b>(b)</b> na inicijativu Ugovorne strane koja je poštivala Ugovor, u u slučaju nepoštivanja obveza utvrđenih ovim Ugovorom jedne od strana, pod uvjetom da posljedice navedenog nepoštivanja budu nepopravljive; <b>ili</b></p> <p><b>(c)</b> u slučaju da Prodavatelj nije ovlašten za realizaciju ovog Ugovora od strane Glavne skupštine i/ili Nadzornog odbora, a koja je navedena u članku 5. ovog Ugovora.</p> <p><b>7.2.</b> U slučaju prestanka ugovora iz bilo kojeg od razloga navedenih u stavku 7.1. ovog članka, prava i obveze Ugovornih strana utvrđene ovim Ugovorom prestati će i izgubiti će svoj pravni učinak; uz poimanje da ako je prestanak Ugovora posljedica odredbi iz članka 7.1 (b) Ugovorna strana koja je poštivala Ugovor stječe pravo da zahtijeva odštetu za pretrpljene štete od Ugovorne strane koja nije poštivala Ugovor. Ukoliko ovaj Ugovor prestane važiti zbog odredbe 7.1.(c) ugovorne stranke se slažu da će se potruditi sanirati situaciju štiteći interese obiju ugovornih strana.</p> <p><b>7.3.</b> Nakon što je transakcija koja je predmet ovog Ugovora potpuna, nijedna Ugovorna strana neće biti ovlaštena raskinuti ovaj Ugovor, pa čak ni u slučaju nepoštivanja istog od druge strane. Ugovorna strana koje je poštivala Ugovor biti će ovlaštena zahtijevati odštetu od Ugovorne strane koja nije poštivala Ugovor.</p> <p><b>7.4.</b> Ukoliko se Ugovor raskida uslijed nepoštivanja istog od strane Kupca, pored odredbi iz stavka 7.2. ovog članka, Kupac će obeštetiti Prodavatelja u visini od 2.170.000 kuna (dvamilijunastosedamdesettisuća kuna) Kao pokriće za takve obveze odštete, Kupac će Prodavatelju na datum ovoga Ugovora uručiti bankovno jamstvo u obliku</p>
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<p><b>8.1.</b> Effective as of Closing Date, INKER d.d. shall discontinue the rendering of the services to INKERPOR d.o.o. and/or to PORVASAL S.A. as stipulated in the Article 8 of the Agreement on 25 March 2009, (Purchase agreement for certain assets and part of the business "Tableware of the Inker company").</p> <p><b>9. EXPENSES</b></p> <p><b>9.1.</b> Each Party shall bear its own expenses arising from the execution and fulfillment of this Agreement. Any tax accrued pursuant to this Agreement shall be paid by the party which is liable for such taxes in accordance with the applicable law.</p> <p><b>10. NOTICES</b></p> <p><b>10.1.</b> All notices, demands, requests and other notifications pertaining to this Agreement shall be made in writing and they shall be deemed to have been properly served if they have been served by fax or by registered mail to each Party's the representative and address as set out in the preamble of this Agreement.</p> <p><b>11. GOVERNING LAW</b></p> <p><b>11.1.</b> This Agreement shall be governed by and construed in accordance with the laws of the Republic of Croatia.</p> <p><b>12. DISPUTE RESOLUTION</b></p> <p><b>12.1.</b> The Parties agree to solve any disputes or controversies arising out of interpreting of exercising this Agreement before the Courts of the city of Zagreb (Croatia).</p> <p><b>13. GENERAL PROVISIONS</b></p> <p><b>13.1.</b> This Agreement, whose Annexes are in all respects an integral part of the Agreement, is the only valid agreement between the Parties relating to the subject of the</p>	<p>propisanom <b>Aneksom VII.</b></p> <p><b>8. UGOVORI O USLUGAMA</b></p> <p><b>8.1.</b> Na Datum zatvaranja INKER d.d. prestaje društvu INKERPOR d.o.o. i/ili PORVASAL S.A. pružati usluge iz članka 8. Ugovora koji su potpisala oba društva 25. ožujka 2009. (Ugovor o kupoprodaji određene imovine i dijela posla „Stolno posuđe tvrtke Inker).</p> <p><b>9. TROŠKOVI</b></p> <p><b>9.1.</b> Svaka Ugovorna strana snositi će vlastite troškove proizašle iz izvršenja i ispunjenja ovog Ugovora. Svaki porez obračunat u skladu s ovim Ugovorom platiti će Ugovorna strana odgovorna za taj porez u skladu s važećim zakonom..</p> <p><b>10. OBAVIJESTI</b></p> <p><b>10.1.</b> Sve obavijesti, zahtjevi, molbe te ostala priopćenja u svezi s ovim Ugovorom bit će sačinjeni u pisanom obliku, a smatrat će se propisno dostavljenim kada se pošalju faksom ili preporučenom poštom predstavniku društva svake Ugovorne strane a na adresu koja je navedena u zaglavlju ovog Ugovora.</p> <p><b>11. MJERODAVNO PRAVO</b></p> <p><b>11.1.</b> Ovaj Ugovor podliježe i tumačit će se sukladno zakonima Republike Hrvatske.</p> <p><b>12. RJEŠAVANJE SPOROVA</b></p>
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Agreement and all previous contracts or agreements between the Parties – be them in writing or in oral form - are null and void.

13.2. Any amendment or modification of the provisions of this Agreement shall only be valid if it is in written form and is executed by both Parties.

13.3. The headings of the sections of this Agreement have been inserted to enhance the reading of the sections, however they are not a party to such sections.


With the purpose of abovementioned, the Agreement is signed in two (2) copies. The place and time of signing this Agreement are stated in the preamble.

For the Seller

For the Buyer

  
Jose Salvador Comes  
Board Member

  
Vicente Ros Blasco  
Board Member

  
Cristian de Haro Carbonell  
Board Member

  
Ramon Vivó Gisbert  
Board Member

INKER d.d.

INKERPOR d.o.o.

12.1. Ugovorne strane obvezuju se da će sve sporove i nesuglasice nastale u svezi s tumačenjem ili izvršenjem ovog Ugovora rješavati na sudovima grada Zagreba (Hrvatska).

### 13. OPĆENITO

13.1. Ovaj Ugovor, čiji su Aneksi, u svakom pogledu, sastavni dio Ugovora, jedini je valjani sporazum postignut među stranama u svezi predmeta istog te poništava sve prethodne pismene i usmene ugovore ili sporazume među Ugovornim stranama.

13.2. Svaka izmjena ili dopuna odredbi ovog Ugovora biti će valjana samo ako su sačinjene u pisanom obliku i ako ih potpišu obje Ugovorne strane.

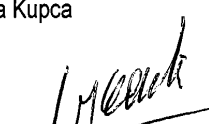
13.3. Naslovi dijelova ovog Ugovora dodani su kako bi olakšali čitanje istog, ali nisu dio dijelova.

U svrhu navedenog, Ugovor se potpisuje u dva primjerka (2). Mjesto i vrijeme potpisivanja Ugovora navedeni su u zaglavlju.

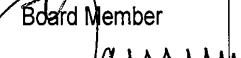
Za Prodavatelja

Za Kupca

  
Jose Salvador Comes  
Board Member

  
Vicente Ros Blasco  
Board Member

  
Cristian de Haro Carbonell  
Board Member

  
Ramon Vivó Gisbert  
Board Member

INKER d.d.

INKERPOR d.o.o.

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