

# APPENDIX

## Section A: Master data of the new legal entity

With a view to avoiding any lengthy discontinuation of business processes over the course of the Settlement Plan implementation process, ie. in the transitional period immediately prior to and after the Settlement Plan Implementation Commencement Date (ICD), this Section provides instructions regarding the data of the new legal entity, scheduled to become operational as at **1 April 2019**. (ie. the ICD).

In accordance with the above, please find below the data of the New Company JAMNICA plus Limited Liability Company for production as your contracting party to which the business relations will be transferred from the Old Company JAMNICA, joint stock company for production mineral water by way of the Settlement Plan implementation.

- *firm/name of the new company: **JAMNICA plus d.o.o.***
- *registered office of the new company: **Zagreb, Getaldićeva 3***
- *PIN/OIB of the new company: **02233362849***
- *Registration number at Commercial Court of the new company: **081180379***
- *IBAN of the new company:*
  - o ***Sberbank d.d. Zagreb, IBAN: HR4325030071111001837, SWIFT: VBCRHR22***
  - o ***Zagrebačka banka d.d. Zagreb, IBAN HR8423600001102710863, SWIFT: ZABAHR2X***
  - o ***Erste & Steiermärkische Bank d.d. Zagreb, IBAN HR2124020061100912596, SWIFT: ESBCHR22***
- *Full name of the person(s) authorized to represent the new company: **Dario Šalić – president of the Management Board, Mirjam Marasović Ćurčić - member of the Management Board, Marinko Pleština - member of the Management Board***
- *Phone/facsimile of the new company: **385 (1) 2393 111 / 385 (1) 2371 037***
- *Primary GLN code of the new company: to be provided subsequently*

In accordance with earlier notices and in order to smoothly proceed with the ICD, below are the material preliminary actions we would kindly ask you to do on your side if you have not already done so earlier:

- Make sure to timely open/enter JAMNICA plus d.o.o. as customer/supplier in your IT (operating) systems, accompanied by the new primary GLN(as soon as you receive it), all in order to provide for a continuous flow of goods, the functioning of the EDI data exchange and the creation of accurate documents;
- Secure the transfer of all conditions agreed from JAMNICA d.d. to JAMNICA plus d.o.o.;
- Comply with the defined ways and deadlines of deliveries and issue accurate supporting documents as defined below in a timely manner;
- Timely and fully communicate all changes of master data related to your company or your relevant products and services;
- Timely and fully communicate everything related to the carrying out of promotional activities;

- Timely provide the complete data on the state of inventories of packagings, products and all other debited materials to be transferred from JAMNICA d.d.] to JAMNICA plus d.o.o. during the course of the Settlement Plan implementation;
- Comply with other instructions defined below and mutually agreed subsequently during the course of preparations for the Settlement Plan implementation.

## Section B: Transactions with partners (customers and suppliers)

With a view to avoiding any lengthy discontinuation of business processes over the course of the Settlement Plan implementation process, ie. in the transitional period immediately prior to and after the Settlement Plan Implementation Commencement Date (ICD), this Section provides instructions as to how we will work over the course of the transitional period.

In order to mutually settle the due liabilities in an appropriate manner, please make sure to adhere to the instructions as set out below.

### Ordering of goods and services

Table 1: Process of issuing orders and receiving goods deliveries at the warehouse and/or stores

Ordering party	Order date	Delivery date	Dispatch note issued to	Invoice issued to
JAMNICA d.d.	Pre-ICD	Pre-ICD	JAMNICA d.d.	JAMNICA d.d.
JAMNICA d.d.	Pre-ICD	Post-ICD	JAMNICA plus d.o.o.	JAMNICA plus d.o.o.
JAMNICA plus d.o.o.	Post-ICD	Post-ICD	JAMNICA plus d.o.o.	JAMNICA plus d.o.o.

**Note:** Business transactions involving the receipt of goods at the Old Company post-ICD cannot be carried out and in such cases we shall request new documentation (dispatch notes) to be issued to the name of the New Company.

Invoices for goods delivered to the Old Company and not becoming due by the ICD shall be paid in line with the agreed due dates, ie. there will be no delays in payments.

Table 2: Process of delivering goods and services to customers

Ordering party	Order date	Delivery date	Goods delivered by	Invoice issued by
Customer	Pre-ICD	Pre-ICD	JAMNICA d.d.	JAMNICA d.d.
Customer	Post-ICD	Post-ICD	JAMNICA plus d.o.o.	JAMNICA plus d.o.o.

### **Calculation of rebates to customers**

Rebates to customers shall be calculated in line with the regular operations of JAMNICA d.d. until 1 April 2019 and at JAMNICA plus d.o.o. after 1 April 2019.

The last rebate calculation at JAMNICA d.d. shall take place on 31 March 2019, ie. JAMNICA d.d. shall calculate the rebate to the customer as at including 31 March 2019, while JAMNICA plus d.o.o. shall continue to calculate the rebate as of 1 April 2019 in accordance with the dynamics and calculation as previously agreed.

If according to the existing agreements between JAMNICA d.d. and the customer quarterly and/or annual rebates and super-rebates have been agreed, in calculating such rebates JAMNICA plus d.o.o. shall recognize to the customer the turnover generated before 1 April 2019 for the period for which such rebates are calculated as per agreement (eg., annual rebates shall be calculated for the entire turnover realized in the year of the ICD).

### **Calculation of supplier rebates to JAMNICA d.d. during the course and after the Settlement Plan implementation process**

The last supplier rebate calculation to JAMNICA d.d. will take place on 31 March 2019, ie. the supplier shall calculate the rebate to JAMNICA d.d. as at including 31 March 2019, while to JAMNICA plus d.o.o. the supplier shall continue to calculate the rebate starting as of 1 April 2019, with the dynamics and calculation as previously agreed.

If according to the existing agreements between the supplier and JAMNICA d.d. quarterly and/or annual rebates and super-rebates have been agreed, in calculating such rebates to JAMNICA plus d.o.o. the supplier shall recognize the turnover prior to 1 April 2019 for the period for which such rebates are calculated as per agreement (eg., annual rebates shall be calculated for the entire turnover realized in the year of the ICD).

### **Management of returns of goods delivered by JAMNICA d.d. to a customer**

All customers buying goods and services retain the right to return the goods and the right to complain about the services after the Settlement Plan implementation, as defined in the agreements transferred to the New Company in the Settlement Plan implementation process.

### **Management of returns of goods by JAMNICA plus d.o.o. to the supplier**

JAMNICA plus d.o.o. has the right to return goods received and complain about rendered services after the ICD, for goods and services delivered pre-ICD, according to the agreement(s) transferred in the Settlement Plan implementation process from JAMNICA d.d. to JAMNICA plus d.o.o.

### **Current pricelists and logistic data**

The product pricelists currently in force shall remain unchanged.

Please keep in mind that JAMNICA plus d.o.o. will get a new primary GLN, to be provided to you as soon as received from GS1 Croatia, while other logistic data shall remain unchanged.

**For any question please contact us at e-mail : [info@jamnica.hr](mailto:info@jamnica.hr).**