

On the basis of the final decision on the sale of the District Court in Krško, opr.št. St 2169/2017 of 03 JUNI 2021, insolvency administrator, the manager of the bankruptcy debtor, LINKO d.o.o. – in bankruptcy, Savska cesta 24, 8290 Sevnica, I hereby provide the following court for the publication of the following

## **INVITATION TO NONBINDING OFFERS FOR SALE OF THE LIABILITY**

(Article 328 in relation to Article 335 ZFPPIPP)

(the method of sale through NetBid GmbH's online platform, which records every step of the auctioneer or provider) with a view to selling on the basis of direct negotiations with customers, in a process run by NetBid GmbH from Vienna

### **I. Description of the property to be sold, sales price, Mandatory payment of a deposit and deadline for the submission of bids**

#### **1. Sales objects:**

##### **Movable object in Savska cesta 24a, 8290 Sevnica:**

- Plastic injection machine BATTENFELD 170-650-01-03-5-17 (YOP 1985) - starting price € **280,00 €**
- plastic injection molding machine BATTENFELD BA 4500 - C - 6300 (year unknown) starting price € **7.800,00 €**
- Plastic injection machine BATTENFELD BK T 4500 - 2800 (YOP 1996) - starting price € **13.200,00 €**

The movable property is sold as a whole or individually. They are located at Savska cesta 24 a in Sevnica, where now the company Dynamix d.o.o. operates. The buyer will take care of the transfer of the machines at his own expense. The costs of transport or disassembly of the sold object are borne by the buyer. The buyer is liable for any damage caused to a third party during disassembly or transport. If it is necessary to create exits in a building or part of a building during the disassembly of an object, the Buyer is obliged to bear all costs for this.

#### **2. Mandatory payment of a deposit is 10% of the respective initial price:**

- for BATTENFELD plastic injection molding machine 170-650-01-03-5-17 (year of manufacture 1985)  
- EUR 28,00
- for BATTENFELD BA 4500 - C - 6300 plastic injection molding machine (year of manufacture unknown) – EUR 780,00
- for the plastic injection molding machine BATTENFELD BK T 4500 - 2800 (year of manufacture 1996)  
- EUR 1.320,00

### 3. The deadline for the submission of bids:

The deadline for the submission of bids is more than 2 (two) months from the publication on the AJPES website and NetBid GmbH Vienna.

#### II. Sales condition

1. The property is sold as listed in item I. of this invitation.
2. The sale is done on the "as is" principle. The seller does not guarantee for any material or hidden defects (Art. 340 ZFPPIPP).
3. The bidders will be notified about the results of the collection of offers in 15 days after the deadline (Article 335, paragraph 4 of ZFPPIPP). The chosen tenderer or buyer shall receive a sales contract via e-mail to sign and they have to return the signed contract via e-mail to the seller's e-mail address in three business days.
4. The sales agreement between the seller and the tenderer shall enter into force when the bankruptcy court adopts the consent pursuant to Article 341 ZFPPIPP to the concluded sales agreement between buyer and seller.
5. Any taxes, duties and costs incurred in connection with the transfer of ownership shall be borne by the purchaser of the movable property.
6. The tenderer is bound by the final tender to conclude the sales contract on the terms and conditions set out in his final tender offer insofar as the Seller accepts the Seller's offer.
7. the Seller shall not be obliged to conclude a contract with any tenderer even if the tender contains all the following the terms of the invitation to tender.
8. The Buyer shall become the owner of the Sold Property only upon payment of the full purchase price.
9. The buyer shall arrange for the collection of the movable property at his own expense.
10. The immovable property shall be sold on a 'seen-buy' basis.
11. In order to carry out the non-binding bidding and marketing of the property (the object of the sale), the following shall be required the Seller has entitled NetBid GmbH, Vienna, with the marketing of the assets of the insolvent company
12. the marketing of the debtor's assets on the website <http://www.netbid.com>. The marketing on the website of NetBid GmbH Vienna will be carried out in accordance with the General Terms and Conditions, agreed and applicable to the sale of the assets of LINKO d.o.o. - in bankruptcy and will be published on the website <http://www.netbid.com> and in point V. of this invitation, whereby the insolvent the bankruptcy debtor shall not be liable for any costs of the sale

### **III. Conditions of participation at collection of offers**

1. Offers can be made by domestic and foreign, natural and legal persons, or only by those with whom the bankrupt may conclude a purchase agreement for the sale of its property. Each bidder, except for the legal preemptor, shall submit a written statement in accordance with the provision of Article 337(2) of the ZFPPIPP, namely, that in case of concluding a contract of sale there are no obstacles to concluding a contract in accordance with Article 337(1) of the ZFPPIPP.
2. Only tenderers who have provided the tender security by the deadline for submission of tenders may participate in the tender procedure.
3. The following will be taken into account in the selection of the most favourable tenderer only those tenders which are on time and comply with all the terms of the invitation to tender.
4. Bidders shall pay the security to the bankrupt's account No: SI56 6100 0001 7885 498 with the purpose of the transfer is 'security for machinery'.
5. The securities must be lodged before the expiry of the time limit for the submission of tenders referred to in point 1 of Section IV of the invitation to tender.
6. The detailed terms and conditions and the method of submission of tenders will be published by NetBid GmbH Vienna on its website <http://www.netbid.com>.
7. Tenders shall be submitted via the website <http://www.netbid.com>.

### **IV. Conditions of participation at collection of offers**

1. The deadline for the submission of bids is more than 2 (two) months from the publication on the AJPES website and NetBid GmbH Vienna, with the deadline for submitting a tender expiring on **27.8.2021** in accordance with the provisions of the ZFPPIPP.
2. The bidders will be notified about the results of the collection of offers in 15 days after the deadline (Article 335, paragraph 4 of ZFPPIPP).
3. The debtor is not obligated to conclude a sales contract with the best bidder.
4. The tenderer who is not selected as the most advantageous tenderer shall have the security lodged returned, without interest, to within 3 working days of the date of selection of the tendere.
5. If the successful tenderer fails to return a signed copy of the contract within the time limit referred to in point 8 of this Chapter, it shall be liable to pay to the debtor in bankruptcy a contractual penalty for non-performance of its obligation to conclude the contract of sale in an amount equal to the amount of the security. In this case, the payment of the security shall be deemed to be the payment of the contractual penalty and the bankrupt shall retain the amount of the security paid (Article 335(7) ZFPPIPP).
6. The security paid by the most advantageous tenderer shall be deemed to be a security in accordance with Article 338 ZFPPIPP.
7. The successful bidder will be sent the text of the sales contract for signature by the administrator together with the notification of the outcome of the procedure and will be requested to return the signed sales contract to the insolvency administrator within three (3) working days of receipt.9.The successful bidder is obliged to pay the balance of the purchase price in full within 30 days of the conclusion of the contract at the latest.

8. The successful tenderer must pay the following no later than 30 days after the conclusion of the contract the balance of the purchase price in full.
9. In the event that the most advantageous tenderer fails to pay the balance within the time limit laid down in the preceding point in full and if the delay in payment of the purchase price by the purchaser continues for more than 15 days, the insolvency administrator may the bankruptcy debtor may withdraw from the sale contract without having to give the buyer an additional period of time to comply. The deposit, ara or any partial payment shall be forfeited to the bankruptcy estate.
10. All taxes, public charges and expenses in connection with the sale of the subject property shall be borne by the be paid by the purchaser.
11. The property shall be delivered and become the property of the purchaser only after all contractual obligations have been fulfilled. obligations.
12. The unsuccessful bidder, creditor, pre-emptive The preemptive right is not exercised in the manner provided for in Article 347 of the ZFPPIPP or a third party shall not be entitled, either in the insolvency proceedings or in any other proceedings, to assert a claim for annulment of or annulment of the sale contract, a claim for the conclusion of a sale contract on the same conditions with him, or to annul or declare void a disposition transaction, by which a right of ownership or other property right has been transferred to the purchaser or any any other claim the assertion of which affects rights acquired by the buyer by concluding or the performance of the contract of sale (Article 342(5) of the ICAPF)

**General term and Conditions –NetBid GmbH, which apply for the sale of part of the assets of Linko d.o.o. – in receivership, SLOVENIJA**

Company NetBid GmbH (hereinafter “NetBid”) manages the online platform for the interactive sale of used machines, equipment and properties (“online platform”). The following general terms and conditions govern the legal relationship between NetBid, investors, buyers or sellers (“investors” or “sellers”) of products for sale (“leased products” or “sold products”) and persons who submit product offers for sales via the NetBid online platform (“users” or “buyers”).

**1. General information**

1. At registration, a user authorises NetBid to record, save and use their personal data and username as part of an online binding collection of offers. Registration is free and access to the online platform is only possible with a username and password. All user data is saved and used only for the performance of legal transactions and for managing the online platform
2. Users identify themselves and prove their eligibility to use the online platform with their username and password. In order to ensure the confidentiality of this information and prevent abusive practices from unauthorised persons, certain measures need to be considered. After registration, NetBid gives the user their username and password. An access right does not exist. If incorrect information is entered or in the case of abuse, NetBid reserves the right to suspend access to the online platform. The user can cancel their registration.
3. The form of sale (**Linko d.o.o.** - in bankruptcy for the object of sale of inventory by list is “Premium call for offers” is a call for offer with a wide range of additional NetBid platform services: with technical data and digital photographs of products on the website, their market value assessment and targeted advertising in professional magazines.

**2. Special rules that apply to the form of online sale “Premium call for offers”**

1. NetBid offers its services based on the chosen form of sale (see chapter 1.3). The sale of objects in the form of sale “Premium call for offers” will be carried out by NetBid in the name and for the account of the seller in the investor’s or buyer’s interest.
2. The seller shall give NetBid their price expectations and the minimum price. The seller will not open a bid in the legal sense of the word. All provided information will be for the need of the binding call for offers.
3. The interested tenderer submits a legal binding offer for the sale and purchase agreement with the seller via NetBid’s online platform, taking into account all information of the seller about the minimum price (opening price) and the time period for accepting offers (date, time). The sales agreement between the seller and the tenderer shall enter into force when the bankruptcy court adopts the consent pursuant to Article 341 ZFPPIPP to the concluded sales agreement between buyer and seller.

The seller shall decide himself, in full discretion, which offer he shall accept. NetBid does not have any authority in choosing the tenderer and serves only as the intermediary between the seller and

tenderers. NetBid does not take any guaranteed obligations regarding the selling rates. The possible guaranteed obligations can only be between the seller and the buyer, based on the contract which they both signed. Tenderers may inspect the objects for sale by giving prior notice via phone no. +386 40 515 140 Mr Aleš Weikslar.

The sales contract between the seller and the tenderer becomes valid when the bankruptcy court approves the consent in accordance with Article 341 of ZFPPIPP (Financial operations, insolvency proceedings and compulsory dissolution act) to the sales contract between the buyer and the seller. The seller shall decide himself, in full discretion, which offer he shall accept. NetBid does not have any authority in choosing the tenderer and serves only as the intermediary between the seller and tenderers. NetBid does not take any guaranteed obligations regarding the selling rates. The possible guaranteed obligations can only be between the seller and the buyer, based on the contract which they both signed. Tenderers may inspect the objects for sale by giving prior notice via phone no. +386 40 515 140 Mr Aleš Weikslar. Data accessible on NetBid's website, especially technical data and data on the size of the object, does not present guarantees of the object's properties. Used objects which the seller sold the buyer through NetBid's online platform are sold in their actual state and exclude any quality guarantees.

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4. The binding of other tenderers in the call for offers tender ceases to exist when the seller chooses a binding offer.
5. With his offer to the seller and NetBid, the chosen tenderer shall make a sales and purchase agreement in three business days from the final deadline for the submission of offers (hereinafter "binding period"). During the binding period, NetBid has the right to reject a submitted offer of the best tenderer due to force majeure.
6. The chosen tenderer or buyer shall receive a sales contract via e-mail to sign and they have to return the signed contract via e-mail to the seller's e-mail address in three business days.
7. Until the purchase price, the intermediary's provision and all included taxes relating to the sale (hereinafter "payment obligation") are not covered in whole, the sale of the objects is invalid.
8. If the purchase price, the intermediary's provision as stated in chapter III. 1, and all included taxes are not settled in due time or the buyer does not accept the sale in due time and the extended time for payment also expires, the seller has all the right to claim compensation for the non-performance of the contract and withdraw from it.
9. The buyer is obligated to take possession of the sale once the payment of all obligations has been made.
10. The transport or exhibition costs are paid by the buyer. The buyer is responsible for all damages incurred during the transport or exhibition of the sale. If exits need to be placed during the exhibition in the building or part of the building, the buyer is obligated to pay all costs of such activities. NetBid reserves all rights to charge damages that should arise in the building or to a third party during the exhibition or transport of the sale. Information regarding the sale and deposits are listed on the NetBid's website (<http://www.netbid.com>).

11. The sale is done on the “as is” principle. The seller does not guarantee for any material or hidden defects.
12. Access to the location where the objects are located with the purpose of their inspection and transport are done on the sole responsibility of the user. Responsibility of NetBid or seller is excluded.
13. The conditions that apply for the online platform also apply for the possible individual sale and purchase agreement.
14. Because the sale and purchase agreement is done between the seller and the best tenderer, NetBid does not take any responsibility for the sold object.

### 3. Additional auctions rules

1. In the case of a successful sale and purchase agreement through the NetBid online portal, the buyer pays the following provision to NetBid:
  - Continue on location, 15 % buyers commission, without a seller's commission.

The amounts above apply for online purchase prices (without VAT or other corresponding taxes and costs).

2. In the case of a successful sale through NetBid's online platform or through the “Premium call for offers” form, the seller or investor only pays the provision to NetBid as was agreed upon in advance for every case separately.

### **This auction has no provision costs for the seller.**

3. For purchase amounts exceeding EUR 100,000.00, the selected buyer must pay 10% of the value of the purchase price for the seriousness of the offer within 5 days after the seller's call.
4. In the case of a successful sale through NetBid's online platform via the “standard call for offers” or “Premium call for offers” forms, NetBid shall charge provision to the buyer or investor. Payment amounts are subject to VAT and other corresponding taxes. The provision can be paid with an approved cheque, irrevocably approved by the bank, or with a credit transaction to NetBid after the invoice has been sent via e-mail or regular mail. The buyer shall pay for all transaction costs and other costs. The provision is paid on the day when the invoice is received, regardless of the payment of the purchase price or legal claims arising from the purchase price. If payments are delayed, a 5% interest above the current interest rate of the European Central Bank shall be incurred. Buyers outside the European Union have to deposit the VAT or other corresponding taxes to NetBid at the outset. The VAT shall be returned after properly stamped original export documents which document the export have been submitted. Users inside the European Union are exempt from taxes when presenting their officially approved tax identification number.

5. In the case of negligence done on purpose or severe negligence, which presents a breach of the contractual and non-contractual obligations, especially when not considering the implementation, lateness, negligence or finalisation of the contract and unauthorised actions of their employees and agents, NetBid is exclusively accountable to investors and users. The exclusion of responsibility does not apply in cases of punishable offences of contractual conditions which enable a proper implementation of the contract on which the contractual parties rely (general obligations). In addition, the exclusion of responsibility does not apply for damages where life and health are endangered. The responsibility for all breaches of obligations, which is the consequence of severe negligence and the breach of general contractual obligations, is limited by typical and foreseeable damage. The upper statements apply for claims of investors and users for the compensation of incurred costs.
6. NetBid does not guarantee that the website <http://www.netbid.com> will always function and can therefore take no responsibility for potential connectivity problems. NetBid also does not take any responsibility if offers cannot be submitted or saved due to technical errors or force majeure.
7. Clients cooperating in the collection of offers (NetBid, investors, and users) agree to settle their disputes peacefully. If the resolution of their disputes cannot be made peacefully, the district court in v Maribor, Slovenia.

#### 4. Other

All information relating to the assets is received by interested buyers from a representative of NetBid GmbH, Mr. Ales Weikslar, every working day on tel. +386 40 515 140 or by e-mail [weikslar@netbid.com](mailto:weikslar@netbid.com) and at <http://www.netbid.com>. Viewing the property is possible after prior arrangement with a representative of NetBid GmbH.

General information is available from the bankruptcy administrator, the e-mail address [claudia.ambroz@gmail.com](mailto:claudia.ambroz@gmail.com).

Poljčane, 3.6.2021

Mag. Klavdija Ambrož