

Pursuant to the order of sale of the District Court in Murska Sobota, Opr. No 3419/2018 adopted on 31.03.2021 for the insolvent debtor

Alpha Scorpii, družba za obnovljive vire, d.o.o.
Šalovci Šalovci 161 , 9204 Šalovci

**THE INSOLVENCY ADMINISTRATOR HEREBY PUBLISHES AN INVITATION TO TENDER
IN THE BINDING INVITATION TO TENDER PROCEDURE PURSUANT TO ARTICLE 335. ARTICLE
335 OF THE ACT ON THE PROTECTION OF COMPETITION AND CONSUMER PROTECTION**

**I. OBJECT OF THE SALE, DESCRIPTION OF THE ASSETS, STARTING PRICE, SECURITY AND DEADLINE FOR
SUBMISSION OF BIDS**

1) The object of the sale:

Nanotechnology, which in nature consists of two mobile containers with a hopper, which is intended for the pre-preparation of feedstock for a biogas plant (the machine breaks the mass into small particles, with the aim of having more air in the mass for better combustion).

The starting price is set at EUR 50 000,00

2) The security deposit is set at 10% of the starting price: EUR 5 000,00.

Deadline for submission of tenders: The deadline for submission of tenders and payment of the security is one month from the date of publication of this invitation on the AJPEŠ website.

II. CONDITIONS OF THE SALE

The property is sold as indicated in point I. of this invitation.

2. The seller shall not be liable for any material defects in the property sold (Article 340 of the Law on the Protection of Competition and Consumer Protection (ZFPPIPP)).

3. Bidders will be informed of the outcome of the public bidding procedure no later than 15 days after the expiry of the deadline for the submission of bids. The successful bidder will be sent the text of the sale contract for signature by the administrator together with the notification of the outcome of the procedure and will be requested to return the signed sale contract to the insolvency administrator within three (3) working days of receipt.

4. Pursuant to Article 347(3)(1) of the ZFPPIPP, the sale contract will be concluded with the most advantageous bidder on the condition precedent that the pre-emption right is not exercised by the pre-emption beneficiaries and on the condition precedent that the pre-emption right is exercised by the pre-emption beneficiary.

5. The property will be sold to the highest bidder selected by the administrator on the basis of complete and timely bids.

6. In the event of multiple bidders, the highest bidder will be given preference in the purchase. If several bidders offer the same maximum price, the contract will be concluded with the one offering the shorter payment term.

(7) The provisions of the ZFPPIPP shall apply directly to the content and conclusion of the sale contract and to the conduct of the parties in this sale procedure.

8. For the purpose of the binding bidding and marketing of the assets (the object of the sale), the Seller has entrusted NetBid GmbH, Vienna, with the task of advertising the marketing of the assets of the bankruptcy debtor 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 Alpha Scorpii d.o.o. - in bankruptcy, which will be published on the website <http://www.netbid.com> and in point V. of this invitation, without prejudice to the bankruptcy debtor's shall not be charged with any costs of sale through the said company in the context of the agreed execution of the sale and the marketing of the object of the sale.

III. CONDITIONS FOR PARTICIPATION IN THE SALE BY COMPETITIVE BIDDING

1. Bids may be submitted by domestic and foreign, legal and natural persons, or only by those with whom the bankrupt debtor may conclude a sales contract for the sale of its assets. Each bidder, with the exception of the legal pre-emptor, must make a written declaration in accordance with the provisions of paragraph 2.

Article 337(1) of the ZFPPIPP, namely that, in the event of the conclusion of a sale agreement, there are no obstacles to the conclusion of the agreement pursuant to Article 337(1) of the ZFPPIPP.

Only a bidder who pays the bid security by the deadline for submission of bids may participate in the bidding procedure.

(3) Only those tenders which are submitted on time and comply with all the conditions of the invitation to tender will be taken into consideration for the selection of the most advantageous tenderer.

4. Tenderers shall pay the security to the bankrupt's account No: SI56 6100 0002 0730 702, with the purpose of transfer being 'Nanotechnology security'.

5. The securities must be paid by the expiry of the deadline for the submission of tenders referred to in point 1 of Section IV of the invitation to tender.

6. The detailed conditions and method of submission of tenders will be published by NetBid GmbH Vienna on the Internet at <http://www.netbid.com>.

7. Tenders must be submitted via the website <http://www.netbid.com>.

IV. PROCEDURE FOR THE SELECTION OF THE TENDERER

1. The deadline for the submission of tenders is one month after the publication of this invitation to tender on the website of the AJPES and NetBid GmbH Vienna, with the last date for submission of tenders expiring in accordance with the provisions of the PIPEDA.

2. the selection of the most advantageous tenderer will be decided within 15 days of the expiry of the deadline for the submission of tenders at the latest, and the tenderers who have submitted their tender in time and have paid the security on account of the bankruptcy debtor in time will be informed within the same time limit (Article 335(4) ZFPPIPP), or in accordance with the terms and conditions of NetBid GmbH.

(3) The Seller shall not be obliged to conclude a contract of sale with the most advantageous bidder if the bidder does not meet all the tender conditions or is otherwise unable or prevented from concluding a contract of sale.

4. The bidder who is not selected as the most advantageous bidder shall have the deposit paid returned to him without interest within 3 working days of the date of selection of the bidder.

(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 bankrupt a contractual penalty for non-compliance with its obligation to conclude the sales contract 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 keep the amount of the security paid (Article 335(7) of the ICAPF).

7. The security paid by the most advantageous tenderer shall be deemed to be an ara pursuant to Article 338 of the ZFPPIPP upon the conclusion of the contract.

8. The successful bidder will be sent the text of the sale contract for signature by the administrator together with the notification of the outcome of the procedure and will be requested to return the signed sale contract to the insolvency administrator within three (3) working days of receipt.

9. The successful bidder shall be obliged to pay the balance of the purchase price in full no later than 30 days after the conclusion of the contract. The pre-emptive beneficiary may exercise its pre-emption right by returning a signed copy of the contract (with the same contents as the contract concluded by the administrator with the successful bidder) and the administrator's invitation within 15 days of receipt of the text of the contract (with the same contents as the contract concluded by the administrator with the successful bidder) and paying the full purchase price in accordance with the contract.

In the event that the most advantageous bidder fails to pay the balance of the purchase price in full within the time limit set out in the preceding point and if the buyer's default in payment of the purchase price continues for more than 15 days, the insolvency administrator may withdraw from the sale contract without being obliged to give the buyer any further time for performance. The deposit, ara or any partial payment shall be forfeited to the bankruptcy estate.

11. All taxes, public duties and expenses in connection with the sale of the subject property shall be paid by the purchaser.

12. The property will be delivered and become the property of the Purchaser only after all contractual obligations have been fulfilled.

13. a unsuccessful bidder, a creditor, a pre-emption beneficiary who does not exercise the pre-emption right in the manner provided for in Article 347. Article 3 of the Act on the Protection of the Undertaking's Rights and Conditions of Sale and Purchase, or a third party, shall not be entitled to assert, either in insolvency proceedings or in any other proceedings, a claim for annulment or nullity of the sale contract, a claim for the conclusion of a sale contract on equal terms with him or her, a claim for the annulment or nullity of a disposition transaction by which a right of ownership or other property right has been transferred to the buyer, or any other claim the assertion of which affects the rights acquired by the buyer by the conclusion or performance of the contract of sale (paragraph 5(1)(b) and (c) of Article 5(1)(b) of the Law on the sale of property). Article 342 of the ICAPF).

A binding invitation to tender is a public invitation to tender by which the bankruptcy debtor undertakes to conclude a sale contract with the highest bidder, but not lower than the starting price, and, if more than one bidder offers the same highest price, with the bidder offering the shortest payment term (Art. 328(3) ZFPPIPP). If there are several bidders offering the same maximum price and the same payment term, the bidder who has paid the prescribed security earlier will be selected.

V. General Terms and Conditions of Business - NetBid GmbH applicable to the sale of the assets of Alpha Scorpii d.o.o. - in bankruptcy, SLOVENIA pursuant to this Tender Offer

NetBid GmbH (hereinafter referred to as "NetBid") operates an online platform for the interactive sale of used machinery, equipment and real estate (hereinafter referred to as the "Online Platform"). The following General Terms and Conditions govern the legal relationship between NetBid, the investors, buyers or sellers (hereinafter referred to as "Investors" or "Sellers") of property for sale (hereinafter referred to as "Listed Products" or "Sold Products") and the persons who submit offers of property for sale via the NetBid Online Platform (hereinafter referred to as "Users" or "Buyers").

i. General

1. When registering, the User authorises NetBid to record, store and use his/her personal data and user name as part of the online bidding process. Registration is free of charge and access to the online platform is possible using a username and password. All user data is stored and used solely for the purpose of transacting business and administering the online platform.

2. The user shall identify himself and prove his eligibility to use the online platform by means of a username and password. In order to ensure the confidentiality of this information and to prevent its misuse by unauthorised persons, certain measures must be observed. After registration, NetBid issues the user with a username and password. In the event of incorrect information or misuse, NetBid reserves the right to revoke access to the online platform. The user may cancel his/her registration.

The form of sale for Alpha Scorpii d.o.o. - in bankruptcy for the subject of the sale of stocks by list is the "Premium Bidding", which is a bidding process with a wide range of additional services of the NetBid platform, namely technical data and digital photography of the products on the page, an estimate of their market value and targeted advertising in professional magazines.

ii. Specific rules applicable to the online sales format "Premium bidding"

1. NetBid offers its services depending on the form of sale chosen (see Section I.3.). The sale of items in the form of a Premium Bidding Sale is carried out by NetBid in the name and on behalf of the Seller, for the benefit of the Investor or the Purchaser.

2. the Seller shall provide NetBid with its price expectations and minimum price. The Seller itself does not make any offer in the legal sense of the word. Any information provided by the Bidder is for the purposes of the invitation to bid.

The interested bidder shall submit an offer to conclude a purchase contract with the Seller via NetBid's online platform, taking into account all the information provided by the Seller on the minimum price (starting price) and the time period for the receipt of offers (date, time). The sale contract between the seller and the bidder enters into force once the bankruptcy court has given its consent, pursuant to Article 341 of the ICAPF, to the concluded sale contract between the buyer and the seller.

The Seller shall have the sole and absolute discretion to decide, in the light of the offers received, which offer to accept. NetBid has no influence in the choice and serves only as a transfer agent between the seller and the bidders. NetBid assumes no warranty obligations with respect to the items being sold. Possible warranty obligations may only exist between the seller and the buyer based on a contract between the two. Bidders may inspect the items prior to the collection of bids by prior telephone appointment at tel. + 386 40 515 140 (Mr Weiksler Aleš, for NetBid).

The information available on NetBid's website, in particular the technical and size data, does not constitute a guarantee of the characteristics of the object. Second-hand items sold by the Seller to the Buyer via the NetBid online platform are sold in actual "as seen - as purchased" condition and exclude any warranty as to quality.

4. The commitment of other bidders to the bidding process shall terminate upon the Seller's acceptance of the submitted bid of the highest bidder.

5. The successful Bidder undertakes by its Bid to the Seller and NetBid to conclude the Purchase and Sale Agreement within three working days following receipt of notification that it is the successful Bidder (hereinafter referred to as the 'Commitment Period'). NetBid shall have the right to reject the submitted offer of the Best Bidder for reasons of force majeure during the Binding Period.

6. The successful Bidder or Purchaser, as the case may be, shall receive the Sales Contract by e-mail for signature and shall return it signed by e-mail to the sender's address within three working days at the latest.

7. Until the purchase price, the commission of the intermediary (NetBid) and any applicable taxes falling on the object of sale (hereinafter collectively referred to as the "payment obligation") have been settled in full, the object of sale shall not be deemed to have been sold.

8. If the purchase price, the broker's commission as referred to in Section III.1 and any applicable taxes have not been paid on time or the buyer fails to take possession of the object of sale on time and the payment period subsequently given also expires, the seller shall be entitled to claim damages for non-performance and to withdraw from the contract.

9. The Buyer is obliged to take possession of the object of sale after payment in full.

10. The Buyer shall bear the costs of transport or dismantling of the object sold. The Buyer shall be liable for any damage caused to a third party during dismantling or transport. If, during the dismantling of the object, it is necessary to arrange exits in the building or part of the building, the purchaser shall be obliged to

bear the full cost of such work. NetBid reserves the right to charge for any damage to the building or to a third party caused by the dismantling or transportation of the object. Information on the object of sale and the security deposit is given on NetBid's website (www.netbid.com).

11. The sale shall be conducted on a "seen-buy" basis. The Seller does not warrant against material or hidden defects.

12. Access to the location where the items are located for the purpose of inspection and their transportation are at the user's own risk. The liability of NetBid or the Seller is excluded.

13. The terms and conditions applicable to the online platform shall also apply to any individual purchase contract concluded.

14. As the purchase contract is concluded between the Seller and the highest bidder, NetBid accepts no liability for the sold object.

iii. Additional Auction Rules

1. In the event of a successful conclusion of the purchase contract via the NetBid online portal, the buyer shall pay the following commission to NetBid:

- Liquidation of individual machines 15% buyer's commission, excluding seller's commission

The above amounts apply to online purchase prices (excluding VAT or other applicable taxes and charges).

2. In the event of a successful sale via the NetBid online platform or by a form of sale

"Premium Bidding", the Seller or Investor shall only pay NetBid a commission which is agreed in advance with NetBid on a case-by-case basis.

These sales are made without any commission to the Seller.

3. For purchase price amounts exceeding EUR 100,000.00, the successful buyer must pay 10% of the purchase price for the seriousness of the offer within 5 days of the seller's call.

4. In the case of a sale via the NetBid online platform with the following forms of sale

"Standard Bidding' or 'Premium Bidding', NetBid shall invoice the buyer or the investor for the commission. The amounts to be paid shall be subject to the applicable VAT or other applicable taxes. The commission may be paid by cheque, irrevocably endorsed by the bank, or by credit transaction to NetBid after the invoice has been sent electronically or by post. Transaction or other costs shall be borne by the Buyer. The commission shall be payable on the date of receipt of the invoice, irrespective of the payment of the purchase price or of any legal claims arising from the purchase price. In the event of late payment, interest at the rate of 5 % above the prevailing European Central Bank rate will be charged. Buyers from outside the European Union are required to pay VAT or other related taxes to NetBid as a deposit in advance. VAT will be refunded upon submission of duly stamped original export documents documenting the export. Users within the European Union are exempt from taxes upon presentation of an officially authenticated tax identification number.

5. NetBid shall be liable in cases of intent and gross negligence constituted by breach of contractual and extra-contractual obligations, in particular in the event of failure to comply with performance,

delays, negligence at the time of closing and unauthorized acts of its employees and agents, shall be solely liable to investors and users. The exclusion of liability in cases of criminal breach of the contractual terms and conditions enabling the proper performance of the contract on which the parties rely (the underlying obligations) shall not apply. The exclusion of liability shall also not apply in the event of injuries where life and health are at risk. Liability for all breaches of obligations resulting from gross negligence and breach of the essential contractual obligations shall be limited to typical and foreseeable damages. The above shall apply to claims for reimbursement of costs incurred by investors and users.

6. NetBid does not undertake that the <http://www.netbid.com> website will always be operational and is therefore not liable for any problems with the website connection. In particular, NetBid accepts no liability if offers cannot be submitted or saved due to technical problems or force majeure.

7. The parties involved in the collection of offers (NetBid, investors, users) agree to resolve disputes and misunderstandings amicably. If they fail to resolve their disputes amicably, the District Court in Krško, Slovenia shall have jurisdiction to settle the dispute.

VI. Other

Interested purchasers may obtain all information concerning the property from the representative of NetBid GmbH, Mr. Ales Weikler, on any working day by calling +386 40 515 140 or by e-mail at weikler@netbid.com and on the website <http://www.netbid.com>. Viewing of the property is possible by prior arrangement with a representative of NetBid GmbH.

General information is available from the insolvency administrator, e-mail claudia.ambroz@gmail.com.

Administrator

Mag. Klavdija Ambrož