

On the basis of the first paragraph of Article 335 ZFPPIPP and the final decision of the district court in Ljubljana, Opr Nr. 1818/2018 of 25.5.2021, the bankruptcy administrator publishes

**RECEIVER OF THE DEBTOR  
MACOTEX, d.o.o., Lokarje 29, 1217 Vodice – im KONKURS**

**PUBLISHED**

**THE SALE OF THE INSOLVENT DEBTOR'S ASSETS AT PUBLIC  
AUCTION - AN AUCTION WITH AN INCREASE IN THE AUCTION PRICE**

**1. Property for sale**

The property, which in kind consists of a commercial, business and warehouse building with associated land at the address Lokarje 29, Vodice. A list of the property with a more detailed definition is attached to this notice.

Based on the architect's report, the above-mentioned commercial building with its functional surroundings still has the status of a building under construction. In order to complete the building, final construction, plumbing, and utility connections must be completed. Once the building is functionally complete, the occupancy permit can be issued.

Pursuant to Section 66(3) of the Construction Act, a change of investor is permitted during the period of validity of the building permit, and the change must be notified to the competent administrative authority for construction matters. The new investor - the eventual acquirer - assumes the rights and obligations of the previous investor under this Act.

Based on the above, a change of ownership of the building in question is possible, but as a building under construction.

For none of the partial applications and for none of the land plots there is an entry in the land register about non-compliant or illegal construction.

**2. Bid price and amount of deposit:**

Bid price: 230 000,00 EUR.

Amount of deposit: 23 000,00 EUR.

**3. Conditions of participation**

1.) The public auction is open to all legal and natural persons who identify themselves by registering on the website [www.netbid.com](http://www.netbid.com).

A person established or resident in a non-EU country may acquire the right of ownership provided that the conditions set forth in the Reciprocity Act are met.

2.) The bidder must pay a deposit in the amount of 10% of the bid price at least one working day before the public auction to the transaction account of the bankrupt No.: SI56 6100 0001 9868 178, opened at Delavska hranilnica d.d., PE Maribor, indicating the purpose of the transfer: "Deposit for the public auction". Bidders must provide proof of payment of the security before the start of the public auction, if the funds are not evident on the transaction account of the bankrupt.

(2) Instead of paying the security within the period referred to in paragraph 1, the auctioneer may, in order to secure its obligation to pay the penalty for non-performance of its obligation to conclude the purchase contract pursuant to Article 334(1)(b)(8), deposit an irrevocable bank guarantee in favor of the bankrupt as beneficiary with a bank established in the Republic of Slovenia or in another Member State of the European Union in the amount of the security. The bank guarantee must be submitted to the address of the liquidator, S.S. 1630, 2001 Maribor, no later than one working day before the public auction.

If the bidder is successful in the auction, the payment of the security shall be considered as payment for the area and shall be returned to the other bidders without interest within three working days after the end of the public auction.

A potential auctioneer who pays the security and does not bid (if he is not willing to conclude a contract for the auctioned object at the auction price as the only bidder at the auction) shall not receive the security back, but shall be obliged to pay the bankrupt a penalty for failure to fulfill the obligation to conclude a purchase contract in the amount of the security.

However, if several bidders pay the security and none of them enters the public auction or accepts the auction price, the bankruptcy trustee shall retain a proportionate part of the security of each bidder so that the sum of all retained securities reaches the amount of the required security as payment of the contractual penalty for non-fulfillment of the obligation to conclude a purchase agreement in the amount of the security.

By providing the security, the bidder accepts the tender conditions and the obligation to participate in the auction.

(3) A Bidder (Auctioneer) whose bid is accepted shall remain bound by such bid until a higher bid is submitted.

4.) Prior to the conclusion of the contract, the purchaser shall submit a written declaration to the bankruptcy debtor in which he substantively and criminally assures that there are no obstacles to the conclusion of the contract within the meaning of Article 337 (1) of the ZFPPIPP.

5.) No later than three working days after the end of the public auction, the buyer shall conclude a written contract. If the successful bidder does not sign the contract within the announced period, he shall pay to the bankrupt a penalty for non-fulfillment of the obligation to conclude the purchase contract in the amount of the security.

6.) The deadline for payment of the purchase price is 60 days after the conclusion of the purchase agreement.

7.) The Purchaser shall pay the total purchase price to the TRR of the Insolvency Debtor within the period specified in the contract and, in case of default, shall pay the statutory default interest.

(8) The Insolvency Debtor shall not hand over possession of the sold real estate to the Purchaser or perform any other acts to transfer ownership or other property rights to the Purchaser before the Purchaser has paid the full purchase price.

9.) The property is sold on a "seen-buy" basis. Any deviation of the actual dimensions from the stated dimensions shall not result in a change in the price. The bankrupt shall not be liable for material defects of the sold property pursuant to Art. 340 of the Bankruptcy Act and his liability for defects shall be excluded pursuant to Art. 467 of the Civil Code.

10.) If the buyer is in arrears with the payment of the purchase price for more than 15 days, the bankruptcy debtor may withdraw from the purchase contract and retain the security.

11.) All taxes related to the sale of the property and the preparation of the purchase contract shall be borne by the buyer, as well as all other costs related to the sale and transfer of the purchased property.

12.) Prospective buyers can obtain all information about the property from the representative of NetBid Ltd., Mr. Ales Weikslar, every working day on telephone number 00386 40 515.

140 or by e-mail [weikslar@netbid.com](mailto:weikslar@netbid.com) and on the website <http://www.netbid.com>.

It is possible to visit the object after prior agreement with the representative of Netbid Ltd.140 oder per E-Mail [weiksler@netbid.com](mailto:weiksler@netbid.com) und auf der Website <http://www.netbid.com>.

An inspection of the property is possible by prior arrangement with the representative of Netbid GmbH.

General information can be obtained from the bankruptcy representative: Petra Moškon, tel. 02/25-24-504, e-mail: [petra.moskon@k22.si](mailto:petra.moskon@k22.si).

#### **IV. Rules for public auctions:**

The auction rules, which form an integral part of this public auction, are published on the website [www.netbid.co](http://www.netbid.co)

#### **V. Other:**

An unsuccessful bidder, creditor, preemptor or third party pursuant to Article 342, para. 5. The first party to the proceedings pursuant to Art. 5 of the Law on Protection of Acquirer's Property Rights may not, either in the insolvency proceedings or in any other proceedings, assert a claim for annulment or nullity of the purchase agreement, a claim for conclusion of a purchase agreement on equal terms with it, a claim for annulment or nullity of a disposition transaction by which a property right or other property right has been transferred to the acquirer, or any other claim the assertion of which affects the rights acquired by the acquirer through the conclusion or performance of the purchase agreement.

Appendices:

- List of assets with a more detailed definition,
- An indicative VAT calculation,
- General Conditions for Participation in the Auction via the website [www.netbid.com](http://www.netbid.com).

MACOTEX d.o.o. - v stečaju  
Lokarje 29  
1217 Vodice

Okrožno sodišče v Ljubljani

Opr. št.: St 1818/2018

### PREGLED DOLŽNIKOVEGA PREMOŽENJA, KI JE PREDMET PRODAJE NA JAVNI DRAŽBI

Zap. št.	ID znak	Parcelna št.	št. stavbe	št. dela stavbe	Dejanska raba	K.O.	ID	Delaž lastništva	Velikot m <sup>2</sup>	Izključna cena	Varščina
1	1741-799-5	/	799	5	poslovni prostor	1741 - Vodice	5859004	1/1	160,40		
2	1741-799-7	/	799	7	poslovni prostor	1741 - Vodice	5859006	1/1	349,90		
3	1741-799-8	/	799	8	prostori skupne rabe	1741 - Vodice	5859007	*	28,70		
4	1741-799-9	/	799	9	prostori skupne rabe	1741 - Vodice	5859008	*	32,30		
5	1741-923/22	923/22	/	/	zemljišče ob objektu	1741 - Vodice	6327413	1/1	32,00		
6	1741-923/26	923/26	/	/	zemljišče ob objektu	1741 - Vodice	6630873	1/1	439,00		
7	1741-923/27	923/27	/	/	zemljišče ob objektu	1741 - Vodice	6630872	1/1	492,00		
<b>Skupaj:</b>									<b>1.534,30</b>	<b>230.000,00</b>	<b>23.000,00</b>

**Opombe:**

- \* Solastrina na splošnih skupnih delih stavbe v etažni lastnini je razvidna iz Rednega izpisa iz zemljiške knjige, ki je v prilogi.
- \*\* S plačilom kupnine po tretji točki prvega odstavka 342. člena ZFPPIPP stavbna pravica preneha, zato stavbna pravica ni predmet prodaje.
- \*\*\* Na nepremičnem premoženju parc. št. 923/22, 923/26 in 923/27 je vknjižena stvama služnost / nujna pot / nepravo stvamo beme v korist vsakokratnega lastnika nepremičnine parc. št. 923/13 (ID pravice/zaznambe: 14517238).

General Terms and Conditions - NetBid GmbH, applicable to the sale of assets of MACOTEX d.o.o. - in bankruptcy, SLOVENIA

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 the assets for sale (hereinafter referred to as "Sold Assets") and the persons who submit offers to purchase assets 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.

3. The form of sale for MACOTEX d.o.o. - in bankruptcy for the subject of the sale of immovable property is the "Premium Public Auction", which is a bidding process with a wide range of additional services of the NetBid platform, namely technical data and digital photographs of the products on the page, an estimate of their market value and targeted advertising in professional magazines.

## **II. Additional auction rules**

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

- Sale of the property - 5% buyer's commission, excluding seller's commission

The above commission applies to online purchase prices (excluding VAT or other related taxes and charges).

This sale is made without any commission for the seller.

2. In the case of sales via the NetBid online platform with the sale formats "Standard Public Auction" or "Premium Public Auction", NetBid shall invoice the buyer or 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.

3. NetBid shall be solely liable to investors and users in cases of intent and gross negligence constituted by breach of contractual and extra-contractual obligations, in particular in the event of non-performance, delay, negligence at the time of termination of the contract and unauthorised acts of its employees and agents. 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.

4. 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.

**4. 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 Maribor, Slovenia shall have jurisdiction to settle the dispute**

Maribor, 17.6.2021