

Pursuant to the decision by District Court Slovenj Gradec, ref. no. 272/2021, of 8.9.2021, for the bankruptcy debtor

RAVNE PRESSES, družba za proizvodnjo stiskalnic, strojnih delov in naprav d. o. o., Ravne na Koroškem Koroška cesta 015, 2390 Ravne na Koroškem

## **PUBLISHES THE INSOLVENCY ADMINISTRATOR INVITATION TO SUBMIT BINDING OFFER IN ACCORDANCE WITH 335. ART ZFPPIPP**

### **I. DESCRIPTION OF THE PROPERTY**

All prices quoted are net prices to which the respective taxes (VAT, land transfer tax, etc.) must be added.

#### **1) Subject of the sale**

The Insolvency Debtor is the owner of a property located at Koroška cesta 15, 2390 Ravne na Koroškem, as follows:

<b>Name</b>	<b>Price in €</b>	<b>Security payment</b>
Machining center, WHQ 13,8 CNC TOS	102.000,00	10.200,00

The machines are located at Koroška cesta 15, Ravne na Koroškem. The buyer takes over the machines at his own expense. The costs of transport or disassembly of the sold item are borne by the buyer. The buyer is liable for any damage caused to a third party during disassembly or transport. If during the dismantling of the object it is necessary to create exits in the building or in a part of the building, the Buyer shall bear the entire cost of such work.

If during the dismantling of the object it is necessary to create exits in the building or in a part of the building, the Buyer shall bear the full cost of such work. If the removal of the machinery requires the use of cranes and forklifts (movable assets of the Insolvency Debtor), a lease agreement for the removal of the purchased machinery may be concluded, if necessary, at the prices specified in the resolution on the consent to the lease of the Insolvency Debtor's assets dated 15/09/2021.

The stated price is exclusive of the applicable tax. The bankrupt is liable to pay sales tax.

2) The security deposit shall be 10% of the individual starting price as indicated in the above table; €10,200.00.

### **II. CONDITIONS OF PUBLIC AUCTION**

- The property is being sold as indicated in point I. of this invitation.
- The property is being sold on 'as-is' basis, therefore the bankruptcy debtor is not accountable for material or legal defects of the property which is the subject to sale (Article 340 of the ZFPPIPP).
- By approaching the auction, the buyer confirms the knowledge of the subject to sale. The potential buyers may view the subject to sale and the associated documentation prior to public auction, therefore any complaints relating to lack of knowledge of the subjects to sale and possible missing documentation shall be ignored.
- The successful tenderer will be notified by the Administrator, at the same time as the notification of the Administrator will send the text of the sales contract for signature and invite the successful bidder to

sign the signed sales contract return the signed contract of sale to the Insolvency Administrator within three (3) working days of receipt.

- The sale contract will be concluded with the most advantageous bidder on the basis of Article 347(3)(1) of the Insolvency and Bankruptcy Code shall be concluded subject to the condition precedent that the pre-emption beneficiaries do not exercise their pre-emption right and subject to a resolute condition, which shall be triggered if the pre-emption right is exercised by the pre-emption right holder.
- With regard to the content and conclusion of the Sales Contract and the conduct of the parties in this sale procedure, the following shall apply directly the provisions of the ICAPF shall apply directly to this sale.
- For the purpose of carrying out the binding bidding and marketing of the property (the object of the sale), the Seller has authorised NetBid GmbH, Vienna, which will advertise the marketing of the assets of the insolvent debtor on the website of the Seller <http://www.netbid.com>.
- The marketing on the website of NetBid GmbH Vienna will be carried out in accordance with the following general terms and conditions of business agreed and applicable to the sale of the assets of Ravne Presses d.o.o. - in bankruptcy and will be published on the website of <http://www.netbid.com> and in point V. of this invitation, at no cost to the debtor in bankruptcy of the sale through the aforementioned company in the context of the agreed execution of the sale and the marketing of the object of the sale.

### III. Conditions of participation

1. Bids may be submitted by domestic and foreign, legal and natural persons, or only by those with whom the debtor in bankruptcy may conclude a sales contract for the sale of its assets. Any bidder, other than the legal pre-emptive beneficiary, must make a written declaration, in accordance with Article 337(2) of the ZFPPIPP, that, in the event of the conclusion of the sale contract, there are no obstacles to the conclusion of the contract pursuant to Article 337(1) of the ZFPPIPP.
2. Only tenderers who have paid the tendering security by the closing date for the submission of tenders may take part in the tendering procedure.
3. Only those tenders which are submitted on time and which that meet all the conditions of the invitation to tender.
4. Before the auction, all bidders shall pay security in the above mentioned amounts. The bidders shall transfer security payment to the bankruptcy debtor's bank account **SI5664000000028335, BIC HKVISI22 (Primorska hranilnica d.d.) with the purpose » Komplett«**, no later than one workday before the public auction. Bids may be placed only by those who paid the security or submitted a bank guarantee, or an inflow of security payment is unambiguously noted in the bankruptcy debtor's bank account, or the auctioneer will check the security payment on their website.
5. The securities must be lodged by 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 conditions and method of submission of tenders will be published by NetBid GmbH Vienna on its website <http://www.netbid.com>.
7. Tenders must be submitted via the website <http://www.netbid.com>.

### IV. PROCEDURE FOR SELECTION OF THE BIDDER

1. The deadline for the submission of tenders and the payment of the security is two months from the date of publication of this invitation on the AJPES website.
2. The selection of the most advantageous tenderer will be decided no later than 15 days after the expiry of the time limit for the submission of tenders, which will be notified to the tenderers who have submitted their tender in time and who have paid the security in time into the bankruptcy administrator's account, will be notified within the same time limit (Article 335(4) of the ICAPF) 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 the tenderer does not meet all the conditions of the tender or is otherwise unable or prevented from concluding the contract of sale.
4. The bidder who is not selected as the most advantageous bidder shall have the deposit returned to him without interest within 3 working days.
5. If the successful tenderer does not return the tender within the time limit referred to in point 8 of this Chapter the signed copy of the contract, the tenderer must pay the contractual penalty for non-performance to the debtor in bankruptcy conclude a contract of sale for an amount equal to the amount of the security. In this case, payment of the security shall be deemed to be payment of the contractual penalty and the bankrupt shall retain the amount of the security (Article 335(7) of the ZFPPIPP).
6. The security paid by the most advantageous tenderer shall be deemed to be a security pursuant to Article 338 (ZFPPIPP) upon the conclusion of the contract.
7. The successful bidder in the binding tendering procedure will be notified by the administrator, at the same time as the the Administrator will send the text of the sales contract for signature and will invite the Administrator to sign the signed sales contract return the signed contract of sale to the Insolvency Administrator within three (3) working days of receipt.
8. The successful bidder will be sent the text of the sale contract for signature by the administrator at the same time as the notification of the outcome of the procedure and will be invited to sign the signed sale contract return the signed contract of sale 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 within 60 days of the conclusion of the contract at the latest. The purchase price in full. The pre-emptive right may be exercised by the pre-emptive right holder by submitting within 15 days of receipt of the text of the contract (with the same content as the one concluded by the administrator with the most advantageous bidder) the Administrator) and the Administrator's invitation, by returning a signed copy of the contract and paying the full purchase price in accordance with the contract.
10. In the event that the most advantageous tenderer fails to pay the balance of the purchase price in full within the time limit set out in the preceding paragraph and if the buyer's delay in paying the purchase price continues for more than 15 days, the bankruptcy debtor may withdraw from the sale contract, without having to give the buyer an additional period of time for performance. The deposit, ara or any partial payments shall be due in 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 buyer only after all contractual obligations have been fulfilled.
13. The unsuccessful bidder, the creditor, the pre-emptive claimant, the pre-emptive does not exercise the pre-emptive right in the manner provided for in Article 347 of the ZFPPIPP, or a third party, shall not be entitled either in the bankruptcy proceedings or in the 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, a claim for the annulment or nullity of a sale contract, a claim for the a dispositive 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 rights acquired by the buyer by concluding or the performance of the contract of sale (Art. 342(5) of the ZFPPIPP).
14. A binding invitation to tender is a public invitation to tender by which the bankruptcy debtor undertakes to to conclude a sales contract with the highest bidder, but not lower than the starting price, if more than one bidder offers the same maximum price, to the bidder offering the shortest payment term (third paragraph of Article 3(1)(b)).

**General term and Conditions –NetBid GmbH, which apply for the sale of part of the assets of Ravne Presses – 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 authorizes 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 unauthorized 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 (Ravne Presses 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 I.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 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 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 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 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 sellers 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 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 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 finalization of the contract and unauthorized 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.

#### **4. Other**

All information relating to the assets is received by interested buyers from a representative of NetBid GmbH, Mr. Ales Weikler, every working day on tel. +386 40 515 140 or by e-mail [weikler@netbid.com](mailto:weikler@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).

Insolvency Administrator: Mag. Klavdija Ambrož