

MODA MI & LAN, d.o.o. – In bankrptcy
Gornji Petrovci 40B
9203 Petrovci

No. 59/2024

DISTRICT COURT IN MURSKA SOBOTA
District judge Andreja Pintarič
Slomškova 21
9000 Murska Sobota

Subject št. 20/24:

INVITATION TO PUBLIC AUCTION

In connection with the court's final decision of 4.6.2024 on the sale of part of the bankrupt's assets, I hereby enclose a call for an online public auction in accordance with Article 334 of the ZFPPIPP.

With kind regards!

Insolvency administrator:
dr. Drago Dubrovski

Annex:

- Invitation to tender

Gornji Petrovci, 30. 6. 2024

Based on the final decision of the District Court in Murska Sobota on the sale of real estate of June 4, 2024, Opr No. St 59/2024, the insolvency administrator in the insolvency proceedings
against the debtor:

MODA MI & LAN, d.o.o. - in insolvency, Gornji Petrovci 40B, 9203 Petrovci

Published
A PUBLIC ONLINE AUCTION

1. the objects of the block sale are:

- machinery, equipment, ancillary and computer equipment and office furniture, as listed in the valuation under items 1-161 and 173-218, at a total bid price of EUR **59,801.00**
- a number of residential containers and equipment listed in the valuation under items 162-165, 167, 169 and 171 at a total offer price of EUR **9,310.00**.

The public online auction will run from the publication of the invitation to tender on the website www.netbid.com until Thursday, **12.9.2024**.

The auction will be conducted in accordance with the NetBid Auction Terms and Conditions published on the website and in the Annex.

Auction procedure: Public auction with ascending bid. Auction method: Public auction with increasing bid.

The insolvency debtor has commissioned NetBid GmbH to conduct the public auction and market the object of sale, which will advertise the marketing of the insolvency debtor's assets on the online platform www.netbid.com, where the detailed terms and conditions and the method of bidding will also be published. In the event of a difference in content between the General Terms and Conditions of NetBid and the ZFPPIPP, the provisions of the ZFPPIPP shall prevail.

All natural persons who can prove that they have Slovenian citizenship and legal entities that present a decision on registration in the Republic of Slovenia can participate in the public auction. Before concluding the contract, the buyer must submit a written declaration that there are no obstacles to the conclusion of the contract within the meaning of Article 337(1) of the ZFPPIPP. The contract with the successful bidder is concluded within three days of the conclusion of the auction. If the successful bidder does not sign the contract within the deadline set, the bankruptcy debtor shall retain the deposit as a contractual penalty. The purchase price is due for payment no later than two months after the contract is signed.

Before submitting their bids, the bidders must pay a deposit for the package of assets they are bidding for in the amount of 10% of the auction price to the bankruptcy debtor's transaction account opened with Nova KBM, d.d., No. SI56 0400 0028 0954 136. The bidder must provide proof of payment of the deposit before the auction begins. By paying the deposit, each bidder, even if he is the only bidder, accepts the obligation to participate in the public auction, otherwise the deposit already paid will be returned to the bankruptcy estate. Unsuccessful bidders will have their deposit returned to them within three days of the end of the public auction.

The sale of the assets takes place according to the "seen-bought" principle. The seller is not liable for material defects in the property sold. Ownership is transferred as soon as the full purchase price has been paid, which corresponds to the price offered by the successful bidder plus any transaction costs (taxes, costs for taking possession of the movable property, auctioneer's commission).

Interested buyers can obtain all information about the auction procedure from the representative of NetBid GmbH, Ales Weikler, every working day by calling 040 515 140, by e-mail to weikler@netbid.com and on the website <http://www.netbid.com>.

More detailed information on the properties to be auctioned can be found at brunec.modamillan@eclipso.eu or by calling 02 556 90 80, where it is also possible to arrange an inspection of the lots.

Appendix:

- List of machinery and equipment included in the assessment
- General Terms and Conditions of Netbid GmbH

Št.	Inv. NR.	Beschreibung	Fabrikat	Likv. Preis	Marketipreis	MF	MD
1	200090	Šivalni stroj	DÜRKOPP ADLER	70,06 €	100,00 €	2,5	0,25
2	200143	Šivalnistroj	DÜRKOPP	70,00€	100,00€	2,5	0,25
3	200014	Šivalnistroj	JUKI	140,00€	200,00€	1,5	0,41
4	200058	Stiskalnicazanete	Gutos	150,00d	200,00€	1	1,22
5	200132	Šivalni stroj	DÜRKOPP ADLER	70,00 G	100,00 £	2,5	0,25
6	200080	Šivalni stroj	DÜRKOPP AOLER	814,80 €	1.164,00 'E	2,5	0,80
7	200131	Šivalni stroj	DÜRKOPP ADLER	70,00 €	100,00 €	2,5	0,25
8	200098	Šivalni stroj	PFAF	35,00 €	50,00 C	1	10,g1
9	200148	Šivalni stroj	STROBEL	796,60 C	1.138,00 €	2	1,00
10	200075	Šivalni stroj	DÜRKOPP ADLER	70,00 'g	100,00 £	2,5	0,25
11	200006	Šivalni stroj	JUKI	140,00 €	200,00 C	1,5	0,91
12	200097	Šivalni stroj	PFAF	35,00 €	50,00 €	1	0,17
13	200129	Šivalni stroj	DÜRKOPP ADLER	70,00 €	100,00 €	2,5	0,25
14	200147	Šivalni stroj	BROTHER	115,50'g	165,00€	2,3	0,87
15	200155	Šivalnistroj	JUKI	553,00'g	790,00'E	1,5	2,63
16	200115	Šivalnistroj	JUKI	385,00€	550,00€	1,5	1,32
17	200137	Šivalnistroj	DÜRKOPP	70,00'E	100,00€	2,5	0,25
18	200157	Šivalni stroj	DÜRKOPP AOLER	175,00 €	250,00 €	2,5	0,80
19	200040	Šivalni stroj	JUKI	192,50 C	275,00 €	1,5	1,33
20	200686	Šivalni stroj	PFAF	35,00 €	50,00 €	1	0,17
21	200027	Šivalni stroj	BROTHER	70,00 €	100,00 'E	2,3	0,73
22	300004	Likalna miza	VEIT	105,00 €	150,00 'E	1,6	0,62
23	200055	Šivalni stroj	JUKI	140,00 €	200,00 E	1,5	0,67
24	200047	Šivalni stroj	JUKI	105,00 'E	150,00 €	1,5	0,50
25	200159	Šivalni stroj	GUTE	378,00 €	540,00 €	1	2,00
26	200110	Šivalni stroj	JUKI	553,00 C	790,00 €	1,5	1,33
27	300016	Likalna miza	VEIT	105,00 €	150,00 €	1,6	0,63
28	200106	Stiskalnica za nete	PRYM	35,00 €	50,00 C	1	2,50
29	200105	Stiskalnica za nete	PRYM	35,00 €	50,00 'E	1	2,50
30		Stiskalnica za nete		35,00 €	50,00 €		
31		Stiskalnica za nete		35,00 €	50,00 €		
32	200017	Šivalni stroj	JUKI	192,50 €	275,00 €	1,5	1,39
33	200035	Šivalni stroj	JUKI	192,50 'E	275,00 €	1,5	1,33
34	200083	Šivalni stroj	DÜRKOPP	70,00 €	100,00 €	2,5	0,25
35	200003	Entlarca	JUKI	168,00 €	240,00 €	1,5	1,34
36	200056	Entlarca	YAMATO	35,00 l	50,00 g	1	0,50
37	300019	Likalna miza	VEIT	105,00 €	150,00 'E	1,6	0,63

Št.	Inventarna številka	Opis	Fabrikat	Likvidacijska cena	Tržna cena	MF	MD
38	200015	Šivalnistroj	JUKI	192,50€	275,00€	1,5	1,39

39	200156	Šivalnistroj	KENSAI	178,50€	255,00'E	1	2,01
40	200078	Entlarca	JUKI	168,00'E	240,00€	1,5	2,16
41	200071	Šivalnistroj	JUKI	192,50d	275,00€	1,5	1,31
42	200067	Šivalnistroj	JUKI	192,50€	275,00'E	1,5	1,31
43	300027	Proizvajalecpare	VEIT	105,00'E	150,00€	1,6	1,70
44	300006	Likalnamiza	VEIT	105,00€	150,00€	1,6	0,62
45	200065	Šivalnistroj	JUKI	192,50€	275,00'E	1,5	1,31
46	200153	Šivalnistroj	Typical	35,00G	50,00€	1	0,67
47	200082	Entlarca	JUKI	168,00C	240,00d	1,5	1,34
48	200010	Šivalnistroj	JUKI	189,00d	270,00d	1,5	1,30
49	200096	Šivalnistroj	MAIER	70,00€	100,00€	2	0,43
50	200030	Šivalnistroj	MAIER	70,00d	100,00d	2	0,80
51	200154	Šivalni Stroj	UNION SPECIAL	868,00 €	1.240,00 €	2	2,00
52	200008	Šivalni stroj	JUKI	140,00 'E	200,00 €	1,5	0,45
53	100018	Likalna miza	VEIT	105,00 €	150,00 'E	1,6	0,63
54	200133	Šivalni stroj	DÜRKOPP ADLER	70,00 G	100,00 €	2,5	0,25
55	2000t1	Šivalnistroj	JUKI	192,50€	275,00€	1,5	1,33
56	200072	Entlarca	JUKI	168,00€	240,00€	1,5	1,34
57	200066	Šivalnistroj	JUKI	192,50€	275,00'E	1,5	1,31
58	200001	Šivalni stroj- Avtomat za žepe	DÜRKOPP ADLER	1.225,00 'E	1.750,00 S	2,5	0,80
59							
60	200150	Šivalni stroj	DÜRKOPP ADLER	700,00€	1.000,00€	2,5	2,48
61	200046	Šivanje luknjic	DÜRKOPP ADLER	770,00 'E	1.100,00 €	2,5	0,77
62	200043	Šivanje luknjic za gumbe	DÜRKOPP ADLER	385,00 €	550,00 €	2,5	0,87
63	200151	Šivalni stroj	TEXI	336,00 'E	480,00 €	1	3,97
64	2000002	Šivanje luknjic	DÜRKOPP ADLER	770,00d	1.100,00d	2,5	0,81
65	200111	Šivanje luknjic	DÜRKOPP ADLER	770,00 €	1.100,00 €	2,5	1,35
66	2000a	Stroj za luknje za gumbe	JUKI	448,00 €	640,00 G	1,5	1,34
67	200125	Šivalni stroj	STROBEL	796,60 'E	1.138,00 €	2	1,00
68	200138	Šivalni stroj	DÜRKOPP ADLER	175,00 €	250,00 €	2,5	0,62
69	200158	Stroj za luknje za gumbe	DÜRKOPP ADLER	385,00 €	550,00 €	2,5	2,44

Št.	Inventarna številka	Opis	Fabrikat	Likvidacijska cena	Tržna cena	MS	MD
70	200127	Šivalni stroj	DÜRKOPP ADLER	399,00 'E	570,00 €	2,5	0,81

71	200113	Šivalni stroj	JUKI	385,00E	550,00€	1,5	1,33
72	200004	Entlarca	JUKI	168,00G	240,00€	1,5	1,23
73	20005t	Šivalni stroj	JUKI	192,50'E	275,00'E	1,5	1,31
74	200034	Šivalni stroj	JUKI	192,50€	275,00€	1,5	1,33
75	300007	Likalna miza	VEIT	105,00'E	150,00€	1,6	0,62
76	200049	Šivalni stroj	JUKI	192,50€	275,00C	1,5	1,31
77	200079	Entlarca	JUKI	168,00€	240,00€	1,5	1,23
78	20006†	Entlarca	JUKI	168,00'g	240,00'E	1,5	1,23
79	200005	Entlarca	JUKI	168,00E	240,00C	1,5	1,23
80	200022	Šivalni stroj	JUKI	192,50'E	275,00C	1,5	1,39
81	200020	Šivalni stroj	JUKI	175,00G	250,00€	1,5	1,27
g2	3000†8	Likalna miza	VEIT	105,00€	150,00€	1,6	0,63
83	200116	Šivalni stroj	JUKI	175,00€	250,00t	1,5	1,34
84	200018	Šivalni stroj	JUKI	192,50€	275,00'E	1,5	1,39
85	100015	Likalna miza	VEIT	105,00C	150,00€	1,6	0,63
86	200019	Šivalni stroj	JUKI	192,50€	275,00€	1,5	1,39
87	200124	Šivalni stroj	BROTHER	154,00€		2,3	0,87
88	200054	Šivalni stroj	JUKI	280,00€	400,00€	1,5	1,34
89	200038	Šivalni stroj	JUKI	192,50€	275,00C	1,5	1,33
90	200084	Šivalni stroj	DÜRKOPP ADLER	175,00 €	250,00 C	2,5	0,62
91	200052	Šivalni stroj	JUKI	192,50 'E	275,00 'E	1,5	1,31
92	200081	Šivalni stroj	JUKI	301,00 €	430,00 €	1,5	1,35
93	200069	Šivalni stroj	DÜRKOPP ADLER	70,00 €	100,00 €	2,5	0,25
94	200@Z	Šivalni stroj	JUKI	192,50 €	275,00 €	1,5	1,33
95	200136	Šivalni stroj	DÜRKOPP ADLER	70,00 €		2,5	0,25
96	200050	Šivalni stroj	JUKI	192,50d	275,00'E	1,5	1,31
97	200021	Šivalni stroj	JUKI	192,50d	275,00€	1,5	1,39
98	300026	Likalna miza	VEIT	105,00€	150,00d	1,6	0,63
99		Proizvajalec pare	VEIT	105,00 t	150,00 C	1,6	1,70
100	300020	Likalna miza	indupress	315,00 €	450,00 C	1,7	1,18
101		Šivalni stroj	JUKI	280,00 'g	400,00 €	1,5	1,81
102	200099	Šivalni stroj	DÜRKOPP ADLER	70,00 G	100,00 č	2,5	0,25
103	30003	Likalna miza	VEIT	210,00'E	300,00 '	1,6	1,24
104	20004	Šivalni stroj	JUKI	140,00 €	200,00 €	1,5	1,03
105	200134	Šivalni stroj	DÜRKOPP ADLER	70,00 €	100,00 'E	2,5	0,25
106	300005	Likalna miza	VEIT	110,00 'C	300,00 c	1,6	1,24
107	200039	Šivalni stroj	JUKI	192,50 C	275,00 č	1,5	1,33

Št.	Inventarna številka	Opis	Fabrikat	Likvidacijska cena	Tržna cena	MF	MD
108	200016	Šivalni stroj	JUKI	192,50 'E	275,00 €	1,5	1,39
109	206126	Šivalni stroj	DÜRKOPP ADLER	980,00C	1.400,00€	2,5	0,81
110	200104	Šivalni stroj	DÜRKOPP ADLER	70,60 'E	100,00 €	2,5	0,25

111	200128	Šivalni stroj	DÜRKOPP ADLER	992,60 €	1.418,00 €	2,5	0,80
112	200103	Šivalni stroj	DÜRKOPP ADLER	70,00 'E	100,00 €	2,5	0,25
113	200130	Šivalni stroj	DÜRKOPP ADLER	70,00 'E	100,00 €	2,5	0,25
114	200087	Šivalnistroj	JUKI	630,00€	900,00d	1,5	1,34
115	300031	Likalnapreša	BRISAY	1.638,00€	2.340,00d	2	1,00
116	300032	Likalnapreša	BRISAY	1.638,00€	2.340,00d	2	1,00
117	200077	Šivalnistroj	AMFREECE	1.701,00€	2.430,00'E	1	2,00
118	200135	Šivalni stroj	DÜRKOPP ADLER	70,00 €	100,00 €	2,5	0,25
119	200029	Šivalnistroj	JUKI	140,00€	200,00€	1,5	1,64
120	200036	Šivalnistroj	JUKI	192,50'E	275,00€	1,5	1,33
121	200012	Šivalnistroj	PFAFF-	105,00'E	150,00€	1	0,50
122	200102	Šivalni stroj	UNION SPECIAL	70,00 'E	100,00 €	2	0,16
123	300028	Likalna miža	VEIT	189,00€	270,00€	1,6	1,13
124		Proizvajalec pare	VČIT	105,00'E	150,00'E	1,6	1,70
125	300029	Likalna miža	VEIT	189,00€	270,00€	1,6	1,13
126	300034	Likalnamiza	VEIT	105,00€	150,00€	1,6	0,63
127	300013	Likalnamiza	VEIT	105,00G	150,00€	1,6	0,63
128	300001	Likalnapreša	BRISAY	2.268,00'E	3.240,00€	2	1,00
129	300023	Likalnapreša	Indupress	315,00'E	450,00€	1,7	1,18
130	300024	Likalnapreša	indupress	315,00€	450,00€	1,7	1,1g
131	300010	Likalnapreša	Su.K	105,00€	150,00€	2	3,43
132	300012	Likalnapreša	Su.K	105,00'E	150,00€	2	3,43
133	300035	Likalnapreša	BRISAY	630,00€	900,00€	2	0,39
134	300009	Likalnapreša	Su.K	105,00'g	150,00€	2	3,43
135	300002	Likalnamiza	VEIT	175,00€	250,00€	1,6	0,58
136	300017	Likalnamiza	VEIT	105,00'E	150,00€	1,6	0,63
137	200033	Šivalnistroj	JUKI	1.960,00€	2.800,00€	1,5	1,33
138		Šivalnistroj	BRUCE	70,00'E	100,00'E	0,5	2,00
139	200059	Šivalnistroj	TONY	70,00€	100,00€	1	1,33
140		Stroj za prešivanje gumbov	MMS	105,00 'E	150,00 €	1	1,20
141	300015	Čistilnakomora	VEIT		50,00€	1,6	0,13
142	100001	Pritrdilnistroj	VEIT	1.869,00€	2.670,00d	1,6	1,25
143	100013	Stroj zakrojenje	Bullmer	1.750,00€	2.500,00'E	2,5	0,80

Št.	Inventarna številka	Opis	Fabrikat	Likvidacijska cena	Tržna cena	MF	MD
144	100021	Tračna žaga	Bullmer	140,00 €	200,00 €	2,5	0,40
145				0,00 €			
146	100010	Tračnažaga	Krauss u. Reichert	245,00 €	350,00 €	2,5	0,86
147	100025	Stroj za krojenje	Bullmer	6.300,00 €	9.000,00 €	2,5	0,81
148	100003, 100006	Rezalna miza z nožem ročna	Hoogs	224,00 €	320,00 €	2	1,02
149	100004	Avtomatska rezalna miza	VEITH SYSTEM	1.050,00 'E	1.500,00 €	1,6	1,21

150		Strojček za rezanje blaga	Yamata	35,00 'E	50,00 €	1	1,00
151	100002	Rezalna miza z nožem ročna	Hoogs	224,00 C	320,00 'E	2	1,02
152	100019	Tračna žaga	Gostol	70,00 '€	100,00 €	0,6	1,11
153	420292	Kovinski vozički s 5 predali-policami - ca 30 kom,		169,83 €	242,61 €		
154	200149	Stroj za premotavanje sukancev	TONY	70,00 €	100,00 '€	1	1,33
155	200112	Entlarca	JUKI	168,00 €	240,00 €	1,5	1,23
156	200152	Cikcak šivalni stroj	Chandler	175,00 'E	250,00 €	2,3	1,45
157	420004	Voziček za blago - Vozički-brigada, ca 100 kom		210,00 €	300,00 €		
158	420226	Delovni stol za šivilje 100 kom		70,00 'E	100,00 €		
159	420355	Voziček za obešanje ca 20 kom		70,00 'E	100,00 €		
160		Mize različne, ca 20 kom		70,00 €	100,00 €		
161		Različen mali inventar		140,00 €	200,00 €		
162		Bivalni kontejner	CONTAINEX	1.400,00 E	2.000,00 C	1,5	4,44
163		Pisarniška oprema kontejnerja		105,00 €	150,00 €		
164		Bivalni kontejner	CONTAINEX	3.500,00 'E	5.000,00 €	1,5	8,89
165		Rezalna miza z nožem ročna		105,00 €	150,00 €		
166		Zaloge		0,00 €			
167		Bivalni kontejner	CONTAINEX	700,00 €	1.000,00 €	1,5	4,44
168		Ostanki proizvodnje		0,00 €			
169		Bivalni kontejner	CONTAINEX	2.100,00 €	3.000,00 €	1,5	3,33

	Inventarna številka	Opis	Fabrikat	Likvidacijska cena	Tržna cena	MF	MD
170				0,00 'E			
171		Bivalni kontejner	CONTAINEX	1.400,00 €	2.000,00 €	1,5	4,44
172		Zaloge		0,00 €			
173		Pult iz nerjavečega jekla		105,00 €	150,00 'E		
174	410020	Kuhinja		105,00 €	150,00 €		
175	200037	Šivalni stroj	JUKI	192,50 'E	275,00 C	1,5	1,25
176	200095	Šivalni stroj	DÜRKOPP ADLER	70,00 'E	100,00 G	2,5	0,25
177	200142	Šivalni stroj	PFAFF	35,00 C	50,00 G	1	0,17
178	200123	Entlarca	YAMATO	168,00 €	240,00 'E	1	1,66
179	200060	Šivalni stroj	DÜRKOPP ADLER	70,00 €	100,00 C	2,5	0,25

180	200093	šivalni stroj	DÜRKOPP ADLER	70,00 €	100,00 €	2,5	0,25
181	200091	Šivalnistroj	Pegasus	175,00'€	250,00€	1,3	1,54
182	200070	Šivalnistroj	JUKI	105,00'E	150,00€	1,5	0,68
183		Šivalni stroj	PFAFF	35,00E	50,00€	1	0,17
184	200117	Šivalnistroj	JUKI	175,00€	250,00€	1,5	1,34
185	200141	Šivaini stroj	DÜRKOPP ADLER	70,00 €	100,00 'E	2,5	0,25
186	200076	Šivalni stroj	MAIER	161,00 'E	230,00 £	2	1,00
187	200122	Šivalni stroj	Rimoldi	119,00 'E	170,00 č	2	0,96
188	1001ü8	Šivalni stroj	DÜRKOPP AOLER	70,00 'E	100,00 'E	2,5	0,25
189	200057	Šivalni stroj	BROTHER	35,00€	50,00€	2,3	0,26
190		Šivalni stroj	JUKI	105,00C	150,00€	1,5	0,68
191	200119	Šivalni stroj	Rimoldi	112,00€	160,00€	2	0,98
192		Preša	Gutos	70,00d	100,00C	1	0,61
193	200011	Šivalni stroj	DÜRKOPP ADLER	476,00 'E	680,00 €	2,5	0,79
194	200160	Šivalni stroj	CONSEW	35,00 č	50,00'E	1	0,67
195	200140	Šivalni stroj	PFAFF	35,00 €	50,00 €	1	0,17
196	200094	Šivalni stroj	DÜRKOPP ADLER	70,00 C	100,00 'E	2,5	0,25
197	200048	Šivalni stroj	DÜRKOPP ADLER	175,00 €	250,00 €	2,5	0,62
198	200092	Šivalni stroj	DÜRKOPP ADLER	140,00 €	200,00 £	2,5	0,82
199	200074	Šivalni stroj	DÜRKOPP ADLER	105,00 €	150,00 €	2,5	0,37
200	200118	Šivalni stroj	BUSCHE	980,00€	1.400,00€	1,5	1,32
201	200045	Šivalni stroj	BUSCHE	980,00C	1.400,00€	1,5	1,32
202	200120	Šivalni stroj	Rimoldi	112,00'E	160,00d	2	0,98

Št.	Inventarna	Opis	Fabrikat	ik v" ucijska cena	TrGna cena	MF	MD
203	100017	Likalna miza	VEIT	105,00 €	150,00 €	1,6	0,63
204	200013	Šivalni stroj	JUKI	259,00 €	370,00 €	1,5	1,32
205	200063	Šivalni stroj	DÜRKOPP ADLER	70,00 C	100,00 £	2,5	0,25
206	200073	Šivalni stroj	DÜRKOPP AOLER	70,00 €	100,00 £	2,5	0,25
207	200068	Šivalnistroj	JUKI	196,00€	280,00G	1,5	1,33
208	200109	Šivalnistroj	PFAFF	70,00€	100,00€	1	0,34
209	200114	Šivalnistroj	JUKI	70,00€	100,00'E	1,5	0,45
210	200053	Šivalnistroj	JUKI	192,50 'E	275,00 S	1,5	1,31
211	200100	Šivalni stroj	DÜRKOPP ADLER	70,00 €	100,00 'E	2,5	0,25
212	200107	Šivalni stroj	DÜRKOPP ADLER	70,00 €	100,00 G	2,5	0,25
213	200144	Šivalni stroj	PFAFF	35,00 €	50,00 €	1	0,17

214	300014	Likalna miza	VEIT	105,00 €	150,00 €	1,6	0,63
215	100016	Likalna miza	VEIT	105,00 €	150,00 €	1,6	0,63
216	200145	Évalni stroj	DÜRKOPP AOLER	175,00 €	250,00 €	2,5	0,62
217		Pohištvo	Shop Möbel	210,00 €	300,00 €	1	0,60
		Računalniška oprema		1.050,00 €	1.500,00 €		

**NetBid Industrie-Auktionen AG and
Angermann Machinery & Equipment GmbH & Co. KG General Terms**

& Conditions

1. General

- 1.1. Angermann Machinery & Equipment GmbH & Co. KG (hereinafter "AME") and NetBid Industrie-Auktionen AG hold auctions for used machinery, used equipment and other used materials and goods offered by third parties.
- 1.2. For this purpose, NetBid Industrie-Auktionen AG operates an online platform on the website www.netbid.com. Items offered for purchase and sale via this platform are offered either via the transaction types "online auction" or "trading". Transactions via the online platform are organised either by NetBid Industrie-Auktionen AG itself or one of its subsidiaries (hereinafter individually and as a whole referred to as "NetBid").
- 1.3. These General Terms & Conditions (hereinafter "GTC") contain the general provisions for the auctions held by AME and NetBid as well as any other transactions arranged via the online platform. They govern the legal circumstances between AME/NetBid (hereinafter each referred to as "Auctioneer"), the consignors (hereinafter "Consignor" or "Seller") of the items for sale (hereinafter "Lots") as well as the persons submitting bids or offers for the lots (hereinafter "Participant" or "Buyer").
- 1.4. With regard to individual auctions/sales, additional special conditions (hereinafter "Special Conditions") may apply. These contain additions to and/or deviations from these GTC. In case of doubt, the Special Conditions shall take precedence.

2. Participation in online transactions (online auction and trading)

- 2.1. To be able to participate in transactions via the online platform (online auction and trading) and thus submit bids (online auction) or offers (trading), the Participant must register an account on the online platform. Registration is free of charge; admission to the online platform is granted upon the allocation of a username and password. By registering, the Participant confirms that he/she has received and acknowledged the present GTC, and expressly accepts their validity.
- 2.2. There is no legal entitlement to registration. The information entered in the process of registration must be complete and correct. Registration is only permitted for juridical persons, business partnerships and natural persons of full legal capacity. Account registration is expressly forbidden for minors. The Auctioneer reserves the right to revoke the registration in case of false statements or misuse. The Participant may also revoke their registration at any time.
- 2.3. The Participant shall confirm their identity when using the online platform by entering their username and password. The Participant shall take all appropriate measures to maintain the confidentiality of this information to prevent unauthorised individuals from using the online platform with the Participant's login data and without the Participant's consent.
- 2.4. By completing their registration, the Participant authorises the Auctioneer to collect, store and use their data and publish their username in the course of transactions on the online platform. All of the Participant's data will be used exclusively to process legal transactions via the online platform as well as being stored and used for the purpose of operating the online platform.
- 2.5. By submitting a bid or offer, the Participant confirms that they have received and acknowledged the Special Conditions relevant to the individual case found on the online platform and accepted their validity.
- 2.6. The Consignor can choose between the two selling methods "online auction" and "trading". In every case, the Auctioneer shall bear responsibility for the acquisition of technical data, the creation of digital photographs on site, the evaluation of the lot(s), the estimation of the market price and the appropriate promotion in professional journals. If the Consignor offers the lots directly to Bidders on the online platform and without a general auction order with AME/NetBid (hereinafter "Independent Consignor", a subset of "Consignor"), the above- mentioned services shall not apply.

2.7. By setting up and activating an online auction, the Independent Consignor grants the Auctioneer exclusive marketing rights for the set duration of the auction plus any applicable reservation period. This exclusivity does not apply with regard to trading. The Independent Consignor may switch between the two selling methods with the prior consent of the Auctioneer. Switching is not possible if there are still valid bids or offers that have been or may be made for the relevant lot(s) within the framework of the chosen selling method. If the Auctioneer has received a general auction order from the Independent Consignor, the Auctioneer shall have the exclusive right to choose a suitable selling method.

3. Deposit/bank confirmation

- 3.1. The Auctioneer reserves the right to only approve participants upon payment of a deposit or another form of guarantee. Following an auction/trading, the Auctioneer is entitled to retain the deposit/guarantee or pledge to the extent that the Auctioneer and/or Consignor are entitled to claims against the Participant arising from or in connection with an auction or trading, or to credit the deposit against the purchase price. If the Auctioneer and/or Trader are not entitled to claims against the Participant from or in connection with an auction or trading, the Auctioneer will refund the deposit or other security to the Participant.
- 3.2. If the minimum bid (starting price) is at least EUR 5,000.00, then the Participant must present a confirmation of a valid and active bank account to confirm of their creditworthiness before being able to participate in an online auction or trading.

4. Auction

- 4.1. An auction is held on behalf of and for the account of the Consignor. The Auctioneer is not a contractual party of a purchase contract concluded upon acceptance of a bid; rather, the Auctioneer merely mediates the purchase contract between the Consignor and the Participant. The Auctioneer is responsible for organising and holding the auction. For this purpose, the Participant whose bid has been accepted shall pay the Auctioneer a commission amounting to 18% of the net purchase price. In individual cases, the Special Conditions may provide for a commission that deviates from this. After acceptance of the bid, the Buyer has the right to obtain the name and address of the Consignor from the Auctioneer with receipt of the invoice.
- 4.2. The dates and deadlines (beginning and end of auction, acceptance, collection) in the course of online auctions can be found on the auction pages of the online platform. The Auctioneer reserves the right to extend or terminate an auction prematurely.
- 4.3. Bids can only be made without conditions and caveats. Bids are binding and irrevocable. Bids refer to the price before value-added tax and commission. The Auctioneer is authorised to reject bids without stating a reason.
- 4.4. The Auctioneer shall determine any minimum bids (starting prices). If multiple equal bids are submitted, the first bid received by the Auctioneer shall apply. The Auctioneer may reject the bids of one or several Participants if the Auctioneer deems them to be too low.

5. Lots

- 5.1. In an online auction, the Auctioneer auctions individual or block lots (several lots merged under one auction number). For block lots, the auction is divided into two stages:
 - a) First, the individual lots are placed for auction. Acceptance of the bid is granted under the condition (condition precedent as per Section 158 (1) of the German Civil Code (BGB)) that the lot is not awarded as part of a block lot. The block lots are put to auction once all individual lots have been awarded. If no bids are submitted or accepted for the block lots, the acceptance of the bids for the individual lots becomes final, provided that these bids meet the minimum price.
 - b) If bids are submitted for block lots, the following applies: Bids on block lots are accepted when

the highest bid is at least 10% higher than the sum of the bids or minimum prices for the individual lots. The bids for the individual lots are then rejected unless the conditions are met. In individual cases, the Special Conditions may provide for a different percentage.

- 5.2. Until the end of the auction, the Auctioneer is entitled to combine individual lots into block lots, divide existing block lots and/or withdraw individual lots or block lots from the auction.

6. Bid acceptance and purchase contract

- 6.1. A purchase contract for a lot is concluded immediately upon acceptance of the bid.
- 6.2. In an online auction, the bid is accepted by the system. The Participant whose bid is accepted will be notified automatically by the Auctioneer via email. Generally, the Participant who makes the highest bid within the bidding period is the one whose bid is accepted. If a higher bid isn't submitted within 10 minutes before the end of the auction, the auction will end at the stated closing time. If a higher bid is submitted within 10 minutes before the end of the auction, the auction will be extended so that there are another 10 minutes between the submission of the last highest bid and the new closing time. The same procedure applies if this bid is exceeded in turn during the additional time. The auction ends with the submission of the highest bid that isn't exceeded within 10 minutes of the applicable closing time. The closing time is determined exclusively and bindingly according to the time on the online platform.
- 6.3. The Auctioneer is authorised to reject the bids of certain Participants generally or for good cause, to exclude Participants from an auction and to correct errors made by the Auctioneer in bids and/or acceptance of bids by notifying the Participant as appropriate.
- 6.4. The Auctioneer is also entitled at its own discretion to reject bids or accept bids conditionally (under reservation).
- 6.5. If a bid is accepted conditionally (under reservation), a purchase contract for the lot will not be concluded initially. Instead, the Participant whose bid is conditionally (under reservation) accepted will remain bound to their bid for seven calendar days ("Commitment Period"). The Special Conditions may provide for different Commitment Periods. Further bids may be submitted during the Commitment Period. The Auctioneer retains the right to reject the Participant's bid for the duration of the Commitment Period. If the Auctioneer does not declare the lifting of the reservation within the Commitment Period, then the bid is finally deemed rejected.
- 6.6. If there is any doubt or disagreement between the parties involved as to the validity of a Participant's bid, for example, because the Participant does not wish to have their bid accepted, the Auctioneer shall make the sole and final binding decision as to whether a purchase contract shall be concluded under the terms and conditions of the relevant highest bid. The Participants submit to the decision of the Auctioneer in this respect. If the Auctioneer decides that a purchase contract on the conditions of the relevant highest bid should not be concluded, the Auctioneer is entitled to return the relevant lot(s) to auction.

7. Duties of Seller and Buyer

- 7.1. If a purchase contract is concluded between the Consignor and the Participant, the Buyer is obligated to pay the purchase price and the commission plus statutory value-added tax as well as to acquire the lot(s). The Seller is obligated to surrender the lot(s).
- 7.2. The Auctioneer shall invoice the Participant for the purchase price and the accrued commission. The payments as per paragraph 1 must be made via bank transfer to the Auctioneer immediately after the invoice has been issued.
- 7.3. Buyers from non-EU states are required to pay the appropriate value-added tax as a deposit. The value-added tax is refunded upon presentation of a lawfully issued official export certificate. Sales to Participants from EU states can only be completed upon presentation of a certified VAT identification number.
- 7.4. All invoices are issued subject to special verification and, if necessary, amendment. Errors and

omissions excepted.

7.5. The statutory provisions on default from Sections 286 et seq. of the German Civil Code (BGB) apply. In case of default or late collection of the purchased lot(s) by the Buyer, the Consignor may disassemble and store the auctioned lot(s) at the expense and risk of the Buyer after unsuccessful expiration of a reasonable grace period granted to the Buyer at the Buyer's option, or withdraw from the purchase contract and demand compensation for breach of contract. In the latter case, the Auctioneer may return the auctioned lot(s) to auction, whereby the Buyer is not permitted to participate in the new auction. The Buyer remains liable for any loss of profit from the perspective of statutory damages.

7.6. The Buyer's obligation to pay the commission exists independently of the payment of the purchase price, the legal assessment of the purchase price claim as well as the continued existence of the purchase contract.

8. Transfer of risk / transfer of ownership

- 8.1. Upon acceptance of the bid, the lots shall be deemed to have been handed over to the Buyer subject to retention of title in accordance with Section 8.2 of these GTC.
- 8.2. Ownership of the lot(s) is only transferred upon full payment of the purchase price, the commission and the statutory value-added tax, and after the Auctioneer has issued the Buyer with a written clearance certificate.

9. Acceptance of purchased lots

- 9.1. The acceptance of the purchased lots, including disassembly and transport, takes place at the expense and risk of the Buyer. The Buyer is liable for damage caused to the property of others during assembly or transport. In this respect, the Buyer releases the Auctioneer and the Seller from any claims of third parties upon first request.
- 9.2. The Buyer is only entitled and obligated to collect the lots on the dates specified by the Auctioneer. The Auctioneer may decide that a specific lot can only be collected after the removal of other lots. The Buyer whose lot(s) prevent(s) the collection of other lots is obligated to ensure the collection of the lot(s) without delay upon written request from the Auctioneer (email suffices). If this does not take place, the Auctioneer may delegate the collection and, if necessary, storage to third parties at the expense and risk of the Buyer.
- 9.3. If openings are produced on a building or parts of a building during disassembly, the Buyer shall be obliged to have them closed again by a specialist company at its own expense. The Auctioneer reserves the right to place deposits on lots if their disassembly could cause damage to real estate and/or other property of third parties. The announcement of the available lots and the deposit sums will be made during online auctions on the online platform.
- 9.4. During assembly and collection of their lot(s), the Buyer is obligated to follow the instructions of the Seller and/or the Auctioneer, or the persons engaged by the Auctioneer.
- 9.5. The Buyer shall ensure that the necessary permits for the disassembly and/or collection/transport are available in good time before the tasks are performed.

10. Trading

With the "trading" selling method, the Auctioneer merely obtains offers for the Consignor and mediates the conclusion of purchase contracts for lots between the Consignor and the Participants. The Buyer pays the Auctioneer a commission for this. The commission amounts to 18% of the net purchase price. In individual cases, the Special Conditions may provide for a commission that deviates from this. The obligation to pay the commission exists independently of the payment of the purchase price, the legal assessment of the purchase price claim as well as the continued existence of the purchase

11. Offer acceptance and purchase contract

- 11.1. The Auctioneer publishes the Seller's asking price or a minimum price for the lot(s) on the online platform. With the publication, the Seller itself does not make an offer in the legal sense. The publication is considered to be an invitation to the Participants to submit offers for the lot(s) that are legally binding on their part. The Seller may revoke its invitation at any time and is under no obligation to accept offers from Participants.
- 11.2. The offer is legally binding upon the conclusion of a purchase contract with the Seller. Any minimum prices specified by the Seller must be observed. The offer can be submitted under provision of a term of acceptance (date, time).
- 11.3. A purchase contract on the lot(s) is exclusively concluded directly between the Seller and the Participant whose offer the Seller accepts via the online platform within the term determined by the Participant. The Seller may choose at its own discretion which offer it wishes to accept. The Auctioneer has no influence over this and merely acts as an intermediary with regard to the declarations of the Seller and the Participants. The Seller's acceptance of an offer from a Participant eliminates the obligation of the other Participants who have submitted offers.

- 11.4. The Consignor is obligated to inform the Auctioneer in a binding manner, without being requested to do so, whether and on what terms a purchase contract has been concluded with the Buyer - mediated via the online platform - by immediately submitting a written purchase contract. If the Consignor does not meet this obligation, the Auctioneer shall be entitled to exclude the Consignor from further use of the online platform. In this case, the Auctioneer may also impose on the Consignor a contractual penalty in the amount of EUR 5,000.00 per lot sold. The Consignor must settle this amount without delay. The Auctioneer expressly reserves the right to claim additional damages.

12. Offsetting, representative liability

- 12.1. A Participant who submits bids or offers for lot(s) on behalf of a principal shall also be liable as a co-debtor in addition to the principal.
- 12.2. The Participant may only offset claims that are undisputed or have become res judicata.

13. Guarantee/liability of the Auctioneer

- 13.1. Since a purchase contract is concluded exclusively between Seller and the Buyer, the Auctioneer makes no guarantees for the condition of the lots.
- 13.2. Any statements on the online platform, in sales catalogues or in other forms, especially technical data, dimensions, years of manufacture or quantity specifications, are non-binding and do not constitute a quality agreement within the meaning of Section 434 BGB or guarantees within the meaning of Section 444 BGB. The statements are based solely on information from the Consignor. The Auctioneer is only liable for accurately imparting the information, and not for the objective accuracy of the information.
- 13.3. The contracting parties bear sole responsibility for compliance with statutory provisions in the conclusion and performance of the purchase contract. Express reference is made to these provisions in Clause 15 of these GTC. The contracting parties shall indemnify the Auctioneer upon first request against all claims asserted against the Auctioneer by the other contracting party or by third parties arising from or in connection with the conclusion or performance of contracts, unless the Auctioneer is liable according to the following provisions.
- 13.4. The Auctioneer is only liable for the intent and gross negligence of its legal representatives, senior employees and vicarious agents. Liability for indirect and consequential damages, in particular for

lost profit, is excluded.

- 13.5. Notwithstanding para. 4, the Auctioneer shall be liable for ordinary negligence as well as for the ordinary negligence of its legal representatives, executive employees and vicarious agents in case of injury to life, body or health as well as in case of damages based on the breach of essential contractual obligations. Essential contractual obligations are those which protect the Participant's and/or Consignor's legal positions essential to the contract and which the contract is intended to grant to the Participant or the Consignor in accordance with its content and purpose (cardinal duties). Essential contractual obligations also include those whose fulfillment makes the proper execution of the contract possible in the first place and on whose compliance the Participant or Consignor regularly relies and may rely.
- 13.6. Liability for the breach of essential contractual obligations is limited to the damage that can typically occur in this kind of business and that the Auctioneer has anticipated as a possible consequence of a breach of contract upon conclusion of the relevant contract, or that it should have anticipated considering the circumstances that it was, or had to be, aware of.
- 13.7. The Auctioneer bears unlimited liability to consumers (Section 13 BGB) for intent and gross negligence as well as for the intent and gross negligence of its legal representatives, senior employees and vicarious agents in case of injury to life, body or health as well as in case of damages based on the breach of essential contractual obligations.
- 13.8. The Participant and the Buyer enter the premises on which the lots are located, for the purpose of viewing or collecting the lots, at their own risk.

14. Guarantee/liability of the Seller

- 14.1. All lots up for sale are used and some show significant signs of usage. Clause 13.2 of these GTC applies mutatis mutandis in favour of the Seller.
- 14.2. The Auctioneer and the Consignor expressly invite the Participants to take the opportunity to examine the lots professionally and comprehensively on site and verify the relevant information on their technical data, dimensions, years of construction or quantity specifications, and in particular thoroughly compare these with the information on the online platform, in sales catalogues or in other forms. The lots are sold in the condition in which they were, or could have been, viewed and examined by the Participant and the Buyer - including with the assistance of an expert - in terms of their technical data, dimensions, years of construction or quantity specifications.
- 14.3. The Seller is under no obligation to provide the lots free from material defects; a specific condition is not agreed upon and the Seller makes no guarantees regarding the condition of the lots. The Seller's guarantee shall be excluded unless the provisions of these General Terms and Conditions under Clauses 13.4 to 13.7 apply mutatis mutandis to the Seller.

2. Therefore, with regard to Clauses 13 and 14 of these GTC, it is expressly recommended not to submit bids on lots without viewing them on site as per Clause 14.2.

15. Amendments to these GTC for Participants who are not consumers according to Section 13 BGB

- 15.1. The Auctioneer may amend these GTC unilaterally to the extent necessary to eliminate (economic) equivalence disruptions that have arisen subsequently, or to adapt to changes in the legal or technical framework conditions as well as in the event of changes in case law or comparable reasons such as any loopholes in these GTC.
- 15.2. Amendments to these GTC are proposed to Participants who are not consumers, stating the amended provisions at the latest two months before the proposed date of their entry into force in text form via email to the last email address known to and registered with the Auctioneer. If

the Participant has agreed on an electronic communication channel with the Auctioneer within the context of the business relationship (e.g. electronic mailbox), the amendments can be proposed by these means. The amendment becomes a component of the contract unless the Participant who is not a consumer expressly objects to its incorporation into the contractual relationship in written or text form within six weeks of receiving the amendment notification.

16. Amendments to these GTC for Participants who are consumers according to Section 13 BGB

- 16.1. Amendments to these GTC are proposed to Participants who are consumers, stating the amended provisions at the latest two months before the proposed date of their entry into force in text form via email to the last email address known to and registered with the Auctioneer. If the Participant has agreed on an electronic communication channel with the Auctioneer within the context of the business relationship (e.g. electronic mailbox), the amendments can also be proposed by these means.
- 16.2. The amendments proposed by the Auctioneer will only become valid if the Participant accepts them, including by means of the assumed consent regulated below, if applicable. The failure of the Participant, who is a consumer, to respond shall only be deemed to be acceptance of the proposed amendments (assumed consent) if
- a) the Auctioneer proposes the amendments in order to restore the compliance of the contractual provisions with an altered legal situation because a provision of the GTC or the special conditions
 - no longer reflects the legal situation as a result of a change to the law, including directly applicable legislation of the European Union or
 - becomes invalid or inapplicable due to a final legal ruling, including from a court of first instance
 - b) or the Participant fails to refuse the Auctioneer's proposed amendments by the proposed date of their entry into force.

The Auctioneer will inform the Participant of the consequences of their failure to respond.
Assumed consent does *n o t* apply

- in case of amendments to Clause 16 of these GTC and the relevant provisions in the Special Conditions or
- in case of amendments that affect the main obligations of the contract and the charges for main services or
- in case of amendments that are tantamount to the conclusion of a new contract, or
- in case of amendments that would significantly shift the previously agreed relationship between performance and consideration in the favour of the Auctioneer.

In such cases, the Auctioneer shall pursue other means of obtaining the Participant's consent to the amendments.

If the Auctioneer assumes consent, the Participant may terminate the contract affected by the amendment without notice and free of charge before the date of the amendment's entry into force. The Auctioneer shall emphasise this right of termination to the Participant in its amendment proposal.

17. Final provisions

- 17.1. The Auctioneer makes no guarantees regarding the continuous availability of its website www.netbid.com or for any imponderables in connection with the medium of the Internet. In particular, the Auctioneer bears no liability for cases where bids cannot be processed or saved as

a result of technical problems outside its sphere of influence.

- 17.2. If the Buyer is a merchant or a legal entity under public law or a special fund under public law, the agreed place of fulfilment and exclusive place of jurisdiction for the contracting parties specified in Clause 1.3 of these GTC for legal disputes arising from the contractual relationship underlying these GTC is the Free and Hanseatic City of Hamburg. The same applies to legal disputes that concern these GTC themselves.
- 17.3. The GTC of the Auctioneer shall apply exclusively to the full extent legally permissible. Other GTC, in particular of the Participant/Buyer do not apply unless the Auctioneer has expressly agreed to these GTC in text form.
- 17.4. To the full extent legally permissible, these GTC shall also apply to future transactions with the Participant unless they are replaced with amended terms and conditions by the Auctioneer and the amendments are communicated to the Participant.

These GTC, as well as legal relationships between the Auctioneer, the Consignor and the Participants, are subject exclusively to German law, to the exclusion o