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**MARIBORSKA LIVARNA MARIBOR d.d. in bankruptcy
Oreško nabrežje 009,
2000 Maribor**

ST 1422/2024

**DISTRICT COURT IN MARIBOR
9 Sodna Street
2000 Maribor**

Ljubljana, 3.7.2025

Invitation to tender for the 1st public auction for the sale of a business unit

1 x

Served: to the court via the eINS subportal

On the basis of a final decision of the District Court in Maribor, opr. No. St 1422/2024, dated 12.6.2025 I publish

AN ONLINE PUBLIC AUCTION WITH AN INCREASE IN THE STARTING PRICE

1. Subject of public auction

The subject of the public auction is in accordance with Art. 343 ZFPPIPP a business unit consisting of:

1.1. Real estate

The bankruptcy debtor is the owner of a business complex in the Melje industrial zone in Maribor, which consists of 32 plots (listed below) with a total land area of 52,525 m². The complex includes several industrial and office buildings, which, according to GURS data, were built between 1930 and 2007. According to the valuation, office space amounts to 3,920 m² and industrial space to 37,587 m². The address of the property is Oreško nabrežje 9, 2000 Maribor.

UK real estate figures are:

1. cadastral municipality 655 MELJE plot 573 (ID 4388119) in share 1/1, on the plot there is a building no. 1158 in the nature of a canopy – warehouse,
2. cadastral municipality 655 MELJE, plot 580 (ID 4829496) in a share of 1/1,
3. cadastral municipality 655 MELJE plot 584/1 (ID 3384218) in the share of 1/1 – buildings No. 36 stand on the plot – according to the data of the land register, there are apartments in building No. 36, and the actual use of the building is a warehouse, buildings No. 863 and 877 both in nature an auxiliary building, 888 in nature a gatehouse and 893 in kind an auxiliary building – a pumping station,
4. Cadastral Municipality 655 MELJE plot 585 (ID 2510046) in share 1/1,
5. cadastral municipality 655 MELJE, plot 586/1 (ID 3212918) in share 1/1,
6. cadastral municipality 655 MELJE, plot 586/2 (ID 2204447) in share 1/1, on the plot there is a building No. 775 in nature, a warehouse for raw materials,
7. cadastral municipality 655 MELJE, plot 588 (ID 1470568) in the share of 1/1, on the plot there is a building No. 789 in nature, a copy shop, workshops (business and production premises),
8. cadastral municipality 655 MELJE plot 589 (ID 1763724) in share 1/1, building no. 719 stands on the plot, hall C in nature – production and auxiliary premises (cloakrooms, toilets, ...),
9. cadastral municipality 655 MELJE plot 590/1 (ID 1700489) in share 1/1, on the plot stands building no. 744 in the nature of a vacuum smelter,
10. cadastral municipality 655 MELJE, plot 590/2 (ID 4220811) in share 1/1,
11. cadastral municipality 655 MELJE plot 591 (ID 693668) in share 1/1, on the plot stands building No. 822 in the nature of garages, workshops,
12. cadastral municipality 655 MELJE, plot 592/1 (ID 300553) in the share of 1/1, on the plot there is a building No. 696 in the nature of the gatehouse 705, 739 – coal foundry and 742 – auxiliary building,

13. cadastral municipality 655 MELJE, plot 592/2 (ID 966979) in share 1/1, on the plot there is a building No. 1014 in the nature of a slag landfill,
14. cadastral municipality 655 MELJE plot 592/3 (ID 3073356) in share 1/1,
15. cadastral municipality 655 MELJE, plot 592/4 (ID 5337866) in share 1/1,
16. cadastral municipality 655 MELJE, plot 593 (ID 3150036) in share 1/1,
17. cadastral municipality 655 MELJE, plot 594 (ID 3552701) in the share of 1/1, on the plot there is a building No. 1159 in nature, an auxiliary building,
18. cadastral municipality 655 MELJE, plot 595/1 (ID 2478344) in share 1/1,
19. cadastral municipality 655 MELJE, plot 595/2 (ID 966980) in share 1/1,
20. cadastral municipality 655 MELJE plot 596 (ID 284774) in share 1/1, on the plot there is a building No. 864 in the nature of a tool shop building – production and auxiliary premises (offices, toilets, ..),
21. cadastral municipality 655 MELJE plot 598 (ID 693669) in share 1/1, building No. 692 stands on the plot, hall B in nature - production and auxiliary premises (offices, toilets, ..),
22. cadastral municipality 655 MELJE plot 599 (ID 2877009) in share 1/1, on the plot stands building No. 692, in nature hall B - production and auxiliary premises (offices, toilets, ..),
23. cadastral municipality 655 MELJE plot 600 (ID 4126784) in share 1/1, building no. 739 stands on the plot,
24. cadastral municipality 655 MELJE plot 601 (ID 106315) in share 1/1, , on the plot stands building No. 778 – in nature the management building – industry and offices,
25. cadastral municipality 655 MELJE plot 602 (ID 1114045) in the share 7/20, on the plot there are buildings No. 798 in nature warehouse and 1165 in nature building E (business and production premises),
26. cadastral municipality 655 MELJE, plot 603 (ID 4201411) in share 1/1, on the plot there is a building No. 866 in nature, hall A – production and auxiliary premises (offices, toilets, ...),
27. cadastral municipality 655 MELJE, plot 604 (ID 1010063) in the share of 1/1, on the plot stands building No. 866 in the countryside, hall A – production and auxiliary premises (offices, toilets, ...),
28. cadastral municipality 655 MELJE plot 606 (ID 1460140) in share 1/1, on the plot stands building no. 799 in nature warehouse of secondary raw materials, kitchen, shop,
29. cadastral municipality 655 MELJE plot 608 (ID 3486119) in share 1/1, on the plot there is a building No. 991 in nature, building A3 – warehouse,
30. cadastral municipality 655 MELJE plot 610 (ID 3821951) in the share of 1/1, on the plot there are buildings No. 767 – in nature a laundry room, 866 – hall A – production and auxiliary premises (offices, toilets, ...), 895 – auxiliary part of the building and 1157 in nature a warehouse,
31. cadastral municipality 655 MELJE, plot 733/3 (ID 1365546) in share 1/1,
32. cadastral municipality 655 MELJE, plot 733/4 (ID 4440151) in share 1/1.

1.2. Movable property

The subject of the sale are also movables, all of which are located in the above-mentioned properties and are intended for high-pressure casting and forging, machining, assembly and surface treatment.

The casting department includes, but is not limited to:

- 4 aluminum smelting furnaces (Al226, Al231, Al239, Al239 Silafont)
- Pressure machines - highly automated from 650 to 1400 tons
- Heat and surface treatment machines
- mechanical processing machines (such as Chiron, SW, Nakamura and Makino)
- quality control over production (chemical, metallographic, X-ray laboratory and mechanical (Zeiss Contura, Accura, Duramax) laboratory,

The blacksmithing department includes, inter alia:

- 6 manual forging machines ranging from 200t to 700t and
- 3 automatic forging machines ranging from 250 to 700 tons.

The forging department for all types of brass forgings includes, inter alia:

- machines for mechanical processing (such as Chiron, SW, Nakamura and Makino) – as in the casting department
- Quality control over production – as in the casting department

The electroplating department includes, inter alia:

- Electroplating equipment (high gloss nickel plating, decorative chrome plating, copper plating, tinning, sulfamate nickel plating, passivation).

The list of fixed assets that are the subject of the sale is attached to this invitation.

1.3. Rights and obligations arising from environmental permits

The bankrupt is the holder of environmental protection permits issued by the Ministry of the Environment, Spatial Planning and Climate:

- Clearance of the operative part of the OVD No. 35432-45/2024-2570-3 dated 4.11.2024, Decision No. : 35432-73/2022-2550-23 dated 07.02.2025 and a copy of the operative part of the OVD No. 35432-73/2022-2550-26 dated 21.03.2025 made on the basis of the following decisions: Environmental Permit No. 35406-53/2012-11 dated 21.05.2013, Amendment Decision No. 35406-45/2013-3 dated 20.05.2014, Point I of Decision No. 35432-45/2024-2570-2 dated 25.09.2024 and Point I of Amendment Decision No. 35432-45/2024-2570-23 dated 07.02.2025. All of them relate to the operation of an aluminium and aluminium alloy smelting plant with a smelting capacity of 108 tonnes per day, located on plots of land with parcels Nos. 573, 580, 584/1, 585, 588, 589, 591, 593, 594, 596, 598, 599, 601, 602, 608, 610, 586/1, 586/2, 590/1, 590/2, 592/1, 592/2, 592/3, 595/1, 595/2, 733/3, 733/4, all of the Land District.

The device consists of the following stationary technological units:

- i. Melting furnaces, namely four Striko furnaces, marked N1;
- ii. Melt cleaning marked N2;
- iii. Foundry machines marked N3;
- iv. Finalization marked N4;
- v. Wastewater treatment plant KNU KMU UMWELTSCHUTZ - vacuum distillation plants for wastewater treatment with the designation N5;
- vi. Open circulating cooling system - A with the designation N6;

- vii. Water treatment – A marked N7;
 - viii. Open circulating cooling system — B coded N8;
 - ix. Water preparation – B marked N9;
 - x. Water softening device marked N10;
 - xi. Fans marked N11;
 - xii. Tool shop marked N12;
 - xiii. Diesel electric generator with the designation N13;
 - xiv. Storage units gas oil storage tank D2
- a clean copy of the operative part of the OVD No: 35432-45/2024-4 of 4.11.2024, and a clean copy of the operative part of the OVD No: 35432-73/2022-2550-27 of 21.3.2025, which is made on the basis of the following decisions: environmental permit No. 35406-52/2012-09 of 21.5.2013, decision on amendment No. 35406-13/2013-2 of 17.7.2013, point II of decision No. 35432-45/2024-2570-2 of 25.9.2024 and point II of the decision on amendment No. 35432-45/2024-2570-23 of 7.2.2025, relating to the operation of a metal surface treatment plant using electrolytic processes with a working vat volume of 58.5 m3, located on land in cadastral plot 655 Melje parc. nos. 598, 600, 603, 604 and 606.

The device consists of the following stationary technological units:

- i. Electroplating line X01 coded N30;
- ii. Electroplating line X02 coded N31;
- iii. Electroplating line X03 coded N32;
- iv. Etching marked N33;
- v. Polymerization chamber marked N34;
- vi. CN Galvanika coded N35;
- vii. Two medium combustion plants marked N36.
- viii. Mechanical treatment marked N25
- ix. Grinder marked N26;
- x. Forge marked N27;
- xi. Diesel electric unit with the designation N29;
- xii. Storage units.

The debtor adds that **the plant causing industrial emissions – the activities of smelting copper and copper alloys with a melting capacity of 57.6 tonnes per day**, which was located in the above-mentioned area and which will be decided by a supplementary decision on the assessment of the state of soil and groundwater pollution in the area of the installation by the Ministry of the Environment, Spatial Planning and Climate, **has definitively ceased to operate, which the debtor has not yet received** (this follows from IV Decision 35432-73/2022-2550-23).

The debtor also states that the Ministry of the Environment, Spatial Planning and Climate is pending:

- **the process of producing the baseline report.** On 15.12.2022, the debtor submitted a partial baseline report prepared in accordance with Article 13 and Schedule 4. Regulations on the type of activities and installations that cause industrial emissions. In accordance with MOPE

Request No. 35432-218/2022-2550-12 dated 11.6.2025, the debtor must complete the submitted report by 30.9.2025 inclusive.

- **proceedings for the temporary cessation of operation of an installation** capable of causing industrial emissions, namely an installation for the smelting of aluminium and aluminium alloys, for which an environmental permit No. 35406-53/2012-11 dated 21.5.2013 was issued, as amended by Decisions No. 35406-48/2013-3 of 20.5.2014, Point I of Decision No. 35432-45/2024-2570-2 of 25.9.2024 and Point I of Decision No. 35432-73/2022-2550-23 of 7.2.2025 on the basis of the debtor's proposal dated 24.3.2025,
- **procedure for the temporary cessation of operation of an installation** capable of causing industrial emissions, namely a plant for the surface treatment of metals using electrolytic processes, for which environmental permit No. 35406-52/2012-9 of 21.5.2013 was issued, as amended by Decisions No. 35406-13/2013-2 of 17.7.2013, point II of Decision No. 35432-45/2024-2570-2 of 25.9.2024 and point II of Decision No. 35432-73/2022-2550-23 of 7.2.2025 on the basis of an application of the debtor dated 24.3.2025.

The subject of the sale are all property rights and obligations arising from the valid environmental protection permits, proceedings that are already pending before the Ministry of the Environment, Spatial Planning and Climate, as well as any decisions that the bankruptcy debtor will receive from the Ministry of the Environment, Spatial Planning and Climate during the sale procedure.

The buyer assumes all rights and obligations related to the aforementioned environmental permits, ongoing proceedings before the Ministry of the Environment, Spatial Planning and Climate, and any future decisions that the bankruptcy debtor will receive in relation to the environmental condition of the real estate and equipment. This includes, without limitation, obligations related to the baseline report process, the procedures for the temporary cessation of operation of installations, and any remediation or other action costs that may be required by the competent ministry in the future, including procedures for the termination of environmental permits. The buyer confirms that he is aware of the nature and extent of these risks and that he is buying the property on a "seen-bought" basis, whereby the bankruptcy debtor is not responsible for any additional obligations or costs arising from environmental protection requirements.

With regard to the legal relations that are the subject of this sale, the buyer, in accordance with paragraph 3 of Article 343 of Art. The ZFPPIPP is considered to be the universal legal successor of the bankrupt debtor.

1.4. Immovable property not owned by the bankrupt

At the same time, the plots ID plot 655 609 to 1/1 and plot ID 655 602 to 13/20 owned by D.S.U., društvo za svetovanje i upravljanje d.o.o., Dunajska cesta 160, 1000 Ljubljana, which represent a meaningful whole to the assets of the bankruptcy debtor referred to in the previous points, are also being sold.

On the day of publication of the public auction in question, no encumbrances or restrictions are registered in the land register for the real estate referred to in this item.

The seller D.S.U. undertakes to transfer to the buyer the ownership right to the real estate in question, free of all encumbrances, after fulfilling all contractual obligations.

2. Starting price and security deposit

Starting price for items of sale referred to in points 1.1, 1.2 and 1.3. amounts to EUR 14,262,144.00 net and does not include VAT, sales tax and/or other taxes borne by the buyer.

The starting price for the subject of sale referred to in point 1.4 is EUR 290,000.00 net and does not include VAT, sales tax and/or other taxes borne by the buyer.

The starting price for the entire subject of this tender (points 1.1 to 1.4) is therefore EUR 14,552,144.00 net and does not include VAT, sales tax and/or other taxes borne by the buyer. The buyer also bears the cost of Netbid GmbH, through which the online public auction will take place with an increase in the starting price, which amounts to 6% of the auctioned price at the public auction.

The security for the items of sale referred to in points 1.1, 1.2 and 1.3 shall amount to EUR 713,107.20.

The security for the subject of sale referred to in point 1.4 is EUR 14,500.00.

The total security thus amounts to EUR 727,607.20.

Auctioneers must deposit a security deposit into the transaction account of the bankrupt No later than one working day before the auction. **S156 0700 0000 1084 162**, opened with Gorenjska banka d.d., with the indication "**payment of security**" in the following amount of **EUR 727,607.20**.

Only the person who has paid the security on time may bid, so that the security paid arrives in the bankrupt debtor's account at least one day before the public auction is announced.

The security paid to the auctioneer who succeeds in the auction in accordance with paragraph 6 of Article 333 of the ZFPPIPP shall be considered as a payment of are in recognition of the conclusion of the contract of sale. If the successful auctioneer fails to conclude a contract of sale in accordance with point 4iv. of this tender, the security paid shall be valid for the payment of the contractual penalty for non-performance of the obligation to conclude the contract of sale and shall be retained by the sellers (ninth paragraph in relation to the eighth paragraph of Article 334 of the ZFPPIPP).

The other auctioneers shall be reimbursed the amount of the security paid within three working days of the end of the public auction, free of interest, to the account from which the security was paid.

3. Conduct of a public auction

The bankrupt has authorised NetBid GmbH, An der Mur 9, Straß in Styria, Austria (hereinafter NetBid

GmbH) to carry out the public auction and marketing of the assets (the subject of the sale), which will advertise the marketing of the assets of the bankrupt on the website <http://www.netbid.com> .

Detailed terms and conditions will be published by NetBid GmbH on the website <http://www.netbid.com> The terms and conditions are also published in the annex to this invitation.

The public auction will be carried out via the online platform NetBid GmbH <http://www.netbid.com>, which records every step of the auctioneer.

The bankrupt is not charged with any costs of sale through Netbid GmbH within the agreed execution of the sale and marketing of the subject of sale.

4. Other conditions of sale in accordance with Articles 337 to 343 of the ZFPPIPP:

- i. The buyer cannot be a person with whom it is not allowed to conclude a contract in accordance with the provisions of Article 337 of the ZFPPIPP, except in the case of a pre-emptive beneficiary who exercises a legal right of pre-emption in accordance with the ZFPPIPP. A written statement that there are no obstacles to the conclusion of the contract referred to in paragraph 1 of Article 337 of the ZFPPIPP must be submitted by the buyer before concluding the contract.
- ii. If a third party bids on behalf of the bail payer, the latter must submit an appropriate authorisation to the administrator. Such a representative has the right to auction the subject of the auction and sign the minutes on behalf of the security payer, but he cannot be the buyer or signatory of the contract.
- iii. By paying the security deposit, the bidder accepts the obligation to proceed to the public auction and accept the starting price. The seller may withhold the deposit paid if the bidder, who is the only one who paid the deposit, does not enter the auction or does not accept the starting price. If several bidders have paid a security deposit and one of them enters the public auction and offers a starting price, the securities are returned to the other bidders. If several bidders lodge a security and no one enters the public auction or no one accepts the starting price, the bankrupt may retain a proportionate share of each bidder's security so that the sum of all the reserved shares reaches the amount of one whole security required in the sale procedure in question.
- iv. The sales contract between the bankruptcy debtor, the seller D.S.U. d.o.o., and the buyer will be concluded no later than three working days after the end of the auction. If the successful auctioneer fails to sign the contract within 3 days of the auction, he must pay the sellers a contractual penalty for non-compliance with the obligation to conclude the sales contract in an amount equal to the amount of the security.
- v. The contract will be concluded on the condition that the court gives its consent to it and on the condition of divorce, which will take effect if the court refuses to consent to the contract of sale.
- vi. The buyer must pay an ara fee to mark the conclusion of the sales contract. In accordance with Article 333(6) of the ZFPPIPP, the payment of the security deposit of the buyer who enters into the contract of sale shall be considered as the payment of the contract of sale in respect of the conclusion of the contract of sale.

- vii. The deadline for payment of the purchase price shall not exceed three (3) months from the conclusion of the purchase contract;
- viii. The bankrupt is not liable for material defects in the property that is the subject of the sale.
- ix. All taxes and all costs for the transfer of ownership are not included in the price and are the responsibility of the buyer.
- x. Sales are carried out on the principle of "SEEN-BOUGHT". By joining the auction, the buyer confirms his knowledge of the subject of the auction and the auction rules and conditions. Potential buyers can view the items of the public auction as well as the associated documentation before the public auction, so any complaints regarding ignorance of the items and any missing documentation will not be taken into account.
- xi. The buyer himself bears his own costs of accession to the public auction.
- xii. The property referred to in points 1.1, 1.2 and 1.3 is sold as a business unit in accordance with Article 343 of the Criminal Code. ZFPPIPP and the buyer are considered to be the universal legal successor of the seller in relation to the legal relationships that are the subject of the sale. In this regard, the bankruptcy court, after fulfilling all the contractual obligations of the buyer, will issue an order by which it will determine that the buyer enters into the legal positions referred to in paragraph 2 of the Bankruptcy Act in respect of this property. 343. Art. ZFPPIPP as the universal legal successor of the bankruptcy debtor, and at the same time this decision will also be the basis for the registration of the ownership right to the real estate in favour of the buyer.
- xiii. For the property referred to in point 1.4, the seller D.S.U. d.o.o. will, after fulfilling all contractual obligations of the buyer from the sales contract, issue a land registry permit to the buyer for the registration of the ownership right. The costs of registering the ownership right to the buyer are borne by the buyer.

5. The day and time of the auction takes place:

The public auction will be held online on 04/08/2025 at 2:00 p.m.

6. The place where the property to be sold can be viewed and the time during which the viewing can be carried out:

All information regarding the subject of sale can be obtained by interested buyers from the representative of NetBid Gmbh, Mr. Aleš Weikslar, every working day on tel. no. +386 40 515 140 or via the e-mail address weikslar@netbid.com and on the [website of http://www.netbid.com](http://www.netbid.com). Viewing of the property is possible by prior arrangement with a representative of NetBid Gmbh.

General information is also available from the insolvency administrator, e-mail address katarina.benedik@siol.net

Manager Katarina Benedik