

ADRIA AIRWAYS d.o.o. - in bankructcy
Zgornji Brnik 130 H, 4210 Brnik - Aerodrom, Slovenija
Registration number: 5156505000
Receiver mag. Janez Pustatičnik
Ref. No. St 2704/2019

**On the basis of the final decision of the District Court of Kranj
dated 30/11/2020**

hereby publishes the following

INVITATION FOR A BINDING CALL FOR TENDERS

IMPORTANT: For the sales procedure, only the tender in the Slovenian language is valid. The English translation is for information only. Any comments or complaints related to the tender in English, are in no way, in any part binding on the seller and will not be taken into account.

1. Description of the assets to be sold:

Brand »Adria Airways«, consisting of the following trademarks, registered with the Intellectual Property Office of the Republic of Slovenia:

- register number: 200470444 (also registered internationally WIPO/ROMARIN 901247, with international extensions)
- register number: 200470445
- register number: 200470446
- register number: 200670456
- register number: 200670504

ADRIA AIRWAYS

ADRIA



and

domains owned by the bankruptcy debtor:

- adria.si
- flyadria.si
- adria-airways.si
- afs.si
- adria-airways.com
- adria.ba
- adria.mk
- adriaairways.me

2. Opening price of the assets referred to in point 1:

The opening price of the assets of the debtor in bankruptcy from point 1 is:

10,000.00 EUR

**The offered price is subject to the appropriate tax, ownership transfer costs and any other costs, payable by the purchaser.*

3. The amount of security and the number of the transaction account of the debtor in bankruptcy, to the credit of which the auctioneer shall pay such amount:

Bidders must, by the expiry of the time limit for submission of offers at the latest, pay the security into the transaction account of the debtor in bankruptcy IBAN No. **SI56 6100 0002 3039 108**, held with Delavska Hranilnica d.d., Ljubljana, SWIFT CODE / BIC: HDELSI22 with the indication "**payment of security – brand**" in the following amount:

5,000.00 EUR

The procedure for the call for tenders may only be attended by those who have paid the security and provide written proof of payment. If the bidder is successful in the procedure for the call for tenders and concludes a sales contract pursuant to paragraph six of Article 333 of the ZFPPIPP, the payment of security shall be considered as depositing earnest money as an indication of the conclusion of such a sales contract. The paid security shall be returned to the other bidders no later than within three working days after the expiry of the time limit for the receiver to submit a statement on the selection of the bidder.

4. Other conditions of sale pursuant to Articles 337 to 343 of the ZFPPIPP:

- i. Bidders must include the following details in their written offers (**the recommended offer template is in the attachment**): their name or business name, address and tax number, the object or lot for which they are submitting the offer, their offered price exclusive of any fiscal charges (indicated by number, in EUR), the deadline for payment of the purchase price and proof of payment of the security, and their bank account number for the potential repayment of the security, in accordance with the terms of the tender. The offer must also contain their contact details (telephone or email address).
- ii. Only complete and timely offers will be considered in the selection. Offers lower than the opening price from point 2 will not be considered in the procedure.
- iii. The purchaser cannot be a person with whom the contract shall not be concluded pursuant to the provisions of Article 337 of the ZFPPIPP. The purchaser must, prior to concluding the contract, provide a written statement that no obstacle exists to concluding the contract referred to in paragraph one of Article 337 of the ZFPPIPP.
- iv. If more than one bidder offers the same price, the one offering the shortest deadline for payment will be chosen.
- v. The purchaser must, as an indication of concluding the contract, deposit the earnest money. Pursuant to paragraph six of Article 333 of the ZFPPIPP, the payment of security by the purchaser who concludes a sales contract shall be considered as depositing earnest money as the indication of the conclusion of such a sales contract.
- vi. The receiver shall provide the bidder who succeeded in the procedure for the public call for tenders with the wording of the contract within 15 days following the expiry of the time limit for the submission of offers, and call on them to provide the receiver with a signed copy of the contract within three working days following the receipt. If the bidder who succeeded in the procedure for the public call for tenders does not provide the receiver with a signed copy of the contract within the specified time limit, they shall pay to the debtor in bankruptcy a

- penalty for the non-fulfilment of the obligation to conclude the sales contract in the amount equal to the amount of the security.
- vii. The time limit for the payment of the purchase price shall not be longer than TWO months from the conclusion of the contract.
 - viii. The purchaser shall become the owner of the sold assets when they pay the entire purchase price.
 - ix. The assets are being sold under the principle of "as-is" and any subsequent claims due to defects will not be possible. The debtor in bankruptcy shall not be responsible for factual defects in the assets that are the subject of sale.
 - x. The purchaser is obliged to arrange all changes with the competent authorities by himself and at his own expenses.
 - xi. All taxes and any costs of a lawyer to prepare the contract are not included in the price and are the responsibility of the purchaser.

5. Time limit for the submission of offers:

The time limit for the submission of offers is **3/2/2021 (date of dispatch of the mail)** whereby all offers must be sent *by registered mail* in a sealed envelope marked »**ADRIA AIRWAYS d.o.o. - in bankruptcy OFFER BRAND – DO NOT OPEN**« to the address of the debtor in bankruptcy:

ADRIA AIRWAYS d.o.o. - v stečaju, Zgornji Brnik 130 H, 4210 Brnik - Aerodrom, Slovenija

6. The place where the assets to be sold may be examined, and the time when such examination is possible:

I would like to inform all interested parties that physical access to the documentation and the assets WILL NOT BE POSSIBLE in the event of an emergency situation in the country resulting from the spread of the coronavirus (SARS-CoV-2). If this happens, the time limit for the submission of offers will be extended.

Examining of property, documentation related to the sale of the bankruptcy debtor's property and obtaining any other information regarding the sale procedure, is possible by prior arrangement with Mrs. Ana Miler, on email ana.miler@adria.si

7. Time limit by which the bidders shall be informed of the result of the public call for tenders:

The receiver shall inform all bidders of the result of the public call for tenders within 15 days following the expiry of the time limit for the submission of offers (date of dispatch of the mail).

Yours faithfully,

Receiver
mag. Janez Pustatičnik

Attachments:

Offer template for purchasing assets

ADRIA AIRWAYS d.o.o. - v stečaju

Zgornji Brnik 130 H, 4210 Brnik - Aerodrom, Slovenija

MŠ: 5156505000

Upravitelj mag. Janez Pustatičnik

Opr. št. St 2704/2019

**Na podlagi pravnomočnega sklepa Okrožnega sodišča v Kranju
z dne 30. 11. 2020**

objavlja

VABILO ZA JAVNO ZAVEZUJOČE ZBIRANJE PONUDB

1. Opis premoženja, ki se prodaja:

Blagovna znamka »Adria Airways«, ki je sestavljena iz sledečih registriranih znamk pri Uradu RS za intelektualno lastnino:

- registrska številka: 200470444 (reg. tudi med. WIPO/ROMARIN 901247 z med. razširitvami)
- registrska številka: 200470445
- registrska številka: 200470446
- registrska številka: 200670456
- registrska številka: 200670504

ADRIA AIRWAYS

ADRIA



in

domene v lasti stečajnega dolžnika:

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- flyadria.si
- adria-airways.si
- afs.si
- adria-airways.com
- adria.ba
- adria.mk
- adriaairways.me

2. Izhodiščna cena za premoženje iz 1. točke:

Izhodiščna cena za premoženja stečajnega dolžnika iz točke 1 znaša:

10.000,00 EUR

**Na ponujeno ceno se obračuna še ustrezen davek, stroški prenosa lastništva in vsi morebitni drugi stroški, ki bremenijo kupca.*

3. Znesek varščine in številka transakcijskega računa stečajnega dolžnika, v dobro katerega mora dražitelj ta znesek plačati:

Ponudniki morajo najkasneje do poteka roka za oddajo ponudb vplačati varščino na transakcijski račun stečajnega dolžnika št. **SI56 6100 0002 3039 108**, odprt pri Delavski Hranilnici d.d., Ljubljana, z navedbo "**plačilo varščine – blagovna znamka**" v naslednji višini:

5.000,00 EUR

Postopka zbiranja ponudb se lahko udeleži le tisti, ki je plačal varščino in to dokaže s pisnim dokazilom o plačilu. Vplačana varščina ponudniku, ki uspe in sklene pogodbo skladno s 6. odstavkom 333. člena ZFPPIPP velja kot plačilo are v znamenje sklenitve prodajne pogodbe. Ostalim ponudnikom se znesek plačane varščine vrne najkasneje v treh delovnih dneh po poteku roka za izjavo upravitelja o izbiri ponudnika.

4. Drugi pogoji prodaje skladno s 337. do 343. členom ZFPPIPP:

- i. Ponudniki morajo v pisni ponudbi navesti naslednje podatke (**priporočljiva uporaba predloge za ponudbo se nahaja v prilogi**): svoje ime oziroma naziv, naslov in davčno številko, predmet oziroma sklop za katerega podajajo ponudbo, ponujeno ceno brez davščin (navedeno s številko, v EUR) in rok plačila kupnine ter potrdilo o plačilu varščine in številko TRR za morebitno vračilo varščine, skladno s pogoji razpisa. Prav tako morajo v ponudbi navesti kontaktne podatke (telefon oz. elektronski naslov).
- ii. Pri izbiri bodo upoštewane samo popolne in pravočasne ponudbe. Ponudbe, ki bodo nižje od izhodiščne cene iz 2. točke, v postopku ne bodo upoštewane.
- iii. Kupec ne more biti oseba, s katero skladno z določili 337. člena ZFPPIPP ni možno skleniti pogodbe. Pisno izjavo, da ni ovir za sklenitev pogodbe iz 1. odstavka 337. člena ZFPPIPP mora kupec predložiti pred sklenitvijo pogodbe.
- iv. V primeru, da več ponudnikov ponudi isto ponujeno ceno, bo izbran tisti, ki ponudi krajši plačilni rok.
- v. Kupec mora v znamenje sklenitve prodajne pogodbe plačati are. Skladno s 6. odstavkom 333. člena ZFPPIPP plačilo varščine kupca, ki sklene prodajno pogodbo, velja za plačilo are v znamenje sklenitve te prodajne pogodbe.
- vi. Upravitelj bo ponudniku, ki bo uspel v postopku javnega zbiranja ponudb, v roku 15 dni po poteku roka za oddajo ponudb, poslal besedilo pogodbe s pozivom, da ga v 3 delovnih dneh po prejemu podpisanega vrne. Če ponudnik, ki je uspel v postopku javnega zbiranja ponudb v navedenem roku ne vrne podpisanega izvoda pogodbe, mora stečajnemu dolžniku plačati pogodbeno kazen za neizpolnitev obveznosti skleniti prodajno pogodbo v znesku, ki je enak znesku varščine.
- vii. Rok za plačilo kupnine ne bo daljši od DVEH mesecev od sklenitve pogodbe.
- viii. Kupec postane lastnik prodanega premoženja po plačilu celotne kupnine.
- ix. Prodaja premoženja poteka po načelu »VIDENO-KUPLJENO«, kasnejše uveljavljanje zahtevkov zaradi napak ni možno. Stečajni dolžnik ne odgovarja za stvarne napake premoženja, ki je predmet prodaje.
- x. Kupec je dolžan sam in na svoje stroške urediti vse spremembe pri pristojnih organih.
- xi. Cena je neto in ne vsebuje davščin ter stroškov sestave pogodbe, ki bo obračunana po veljavni odvetniški tarifi.

5. Rok za oddajo ponudb:

Rok za oddajo ponudb je **3.2.2021 (datum odpošiljanja pošte)**, ponudbe se pošljejo **s priporočeno pošto**, v zapečateni ovojnici z oznako »**ADRIA AIRWAYS d.o.o. – v stečaju-PONUDBA BLAGOVNA ZNAMKA – NE ODPIRAJ**« na naslov stečajnega dolžnika:

ADRIA AIRWAYS d.o.o. - v stečaju, Zgornji Brnik 130 H, 4210 Brnik - Aerodrom, Slovenija

6. Mesto, na katerem si je mogoče ogledati premoženje, ki se prodaja, in čas, v katerem je mogoče opraviti ogled:

V primeru izrednih razmer v državi, ki bi bile posledica zaradi širjenja Koronavirusa (SARS-CoV-2) vse zainteresirane obveščam, da fizični vpogled v dokumentacijo v takšnem primeru NE BO MOGOČ. V tem primeru se bo nato tudi rok za oddajo ponudb podaljšal.

Ogled premoženja in drugo dokumentacijo povezano s prodajo premoženja stečajnega dolžnika ter pridobitev vseh ostalih informacij glede postopka prodaje je možen po dogovoru z ga. Ano Miler na elektronskem naslovu ana.miler@adria.si

7. Rok, do katerega bodo ponudniki obveščeni o izidu javnega zbiranja ponudb:

Upravitelj bo vse ponudnike obvestil o izidu javnega zbiranja ponudb v roku 15 dni po poteku roka za oddajo ponudb (datum pošiljanja pošte).

S spoštovanjem,

Upravitelj
mag. Janez Pustatičnik

Priloga:

Predloga ponudbe za odkup premoženja

OFFER FOR THE PURCHASE OF ASSETS

Bankruptcy proceedings St 2704/2019
ADRIA AIRWAYS d.o.o. - in bankruptcy
Zgornji Brnik 130 H, 4210 Brnik - Aerodrom

1. BIDDER

Company or name and surname:	
Address:	
Registration number or personal identification number:	
Tax number:	
Person registered for VAT:	YES NO
Bank acc. No.:	
Legal representative:	
Contact person:	
Email address:	
Telephone number:	

2. SUBJECT OF THE OFFER (as shown under point 2 of the invitation to make offers)

The subject of the offer is the following assets of the debtor in bankruptcy:

Brand »Adria Airways«, consisting of the following trademarks, registered with the Intellectual Property Office of the Republic of Slovenia:

- register number: 200470444 (also registered internationally WIPO/ROMARIN 901247, with international extensions)
- register number: 200470445
- register number: 200470446
- register number: 200670456
- register number: 200670504

and

domains owned by the bankruptcy debtor:

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- afs.si
- adria-airways.com
- adria.ba
- adria.mk
- adriaairways.me

Offered purchase price (in EUR excl. VAT)	Deadline for payment in days following signature of contract

3. BY SIGNING THIS DOCUMENT, I, THE BIDDER, DECLARE THAT:

- I have reviewed the Invitation in detail and I fully agree with the terms of the Invitation;
- all data indicated in this offer is true;
- the offer is valid for a minimum of fifteen (15) days following the expiry of the time limit for the submission of offers;
- I waive my right to enforce any claims for any costs or damages if the contract is not concluded with the bidder;
- no obstacle under paragraph one of Article 337 of the ZFPPIPP exists to concluding the contract with the debtor in bankruptcy.¹

Place and date:

Bidder's signature:

¹ **Paragraph one of Article 337 of the ZFPPIPP:** The debtor in bankruptcy shall not conclude a contract on the sale of assets with: (1) a person who has, in the last two years prior to the initiation of the bankruptcy proceedings, performed the function of a member of the management or supervisory body, or a function of the holder of procuracy of the insolvent debtor, (2) a bankruptcy receiver or judge conducting the procedure, (3) a shareholder the shareholding of whom in the capital of the debtor in bankruptcy is greater than 10 per cent, (4) a person who holds in relation to the person referred to in points 1, 2 or 3 of this paragraph the position of a closely related person, (5) a legal person in the capital of which the person referred to in points 1 to 4 of this paragraph holds a shareholding greater than 50 per cent.

PONUDBA ZA NAKUP PREMOŽENJA

Stečajni postopek St 2704/2019
ADRIA AIRWAYS d.o.o. - v stečaju
Zgornji Brnik 130 H, 4210 Brnik - Aerodrom

1. PONUDNIK

Družba oz. ime in priimek:	
Naslov:	
Matična številka oz EMŠO:	
Davčna številka:	
Zavezanec za DDV:	DA NE
Številka TRR:	
Zakoniti zastopnik:	
Kontaktna oseba:	
Elektronski naslov:	
Telefonska številka:	

2. PREDMET PONUDBE (kot izhaja iz 2. točke vabila k dajanju ponudb)

Predmet ponudbe je naslednje premoženje stečajnega dolžnika:

Blagovna znamka »Adria Airways«, ki je sestavljena iz sledečih registriranih znamk pri Uradu RS za intelektualno lastnino:

- registrska številka: 200470444 (reg. tudi med. WIPO/ROMARIN 901247 z med. razširitvami)
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in

domene v lasti stečajnega dolžnika:

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- adria-airways.com
- adria.ba
- adria.mk
- adriaairways.me

Ponujena kupnina (v EUR brez DDV)	Rok plačila, v dnevih po podpisu pogodbe

3. PONUDNIK S PODPISOM IZJAVLJAM, DA:

- sem podrobno proučil vabilo in da se v celoti strinjam s pogoji iz vabila;
- so vsi podatki v tej ponudbi resnični;
- ponudba velja najmanj še petnajst (15) dni po poteku roka za oddajo ponudb;
- se odpovedujem uveljavljanju kakršnihkoli zahtevkov iz naslova stroškov ali škode, če pogodba ne bo sklenjena s ponudnikom;
- ni ovir za sklenitev pogodbe s stečajnim dolžnikom, določenih v 1. odstavku 337. člena ZFPPIPP¹

Kraj in datum:

Podpis ponudnika:

¹ **1. odstavek 337. člena ZFPPIPP:** Stečajni dolžnik ne sme skleniti pogodbe o prodaji svojega premoženja z: (1.) osebo, ki je v zadnjih dveh letih pred uvedbo stečajnega postopka opravljala funkcijo člana posloводства ali organa nadzora ali funkcijo prokurista v insolventnem dolžniku, (2.) stečajnim upraviteljem ali sodnikom, ki vodi postopek, (3.) družbenikom, katerega delež v kapitalu stečajnega dolžnika je večji od 10 odstotkov, (4.) osebo, ki ima v razmerju do osebe iz 1., 2. ali 3. točke tega odstavka položaj ožje povezane osebe, (5.) pravno osebo, v kapitalu katere ima oseba iz 1. do 4. točke tega odstavka delež, večji od 50 odstotkov.