

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 21. 01. 2021**

objavlja

VABILO ZA JAVNO ZAVEZUJOČE ZBIRANJE PONUDB

1. Opis premoženja, ki se prodaja:

Predmet prodaje je 23 postavk premoženja (ena postavka = ena vrstica; kjer je v eni vrstici več kosov se lahko proda samo skupna količina), ki v naravi predstavljajo rezervne dele, opremo in podobno za letala.

**Vsaka postavka se prodaja posamično. V primeru, da želi posamezni kupec podati ponudbo za več postavk mora za vsako postavko posebej vplačati varščino navedeno v točki 3 ter tudi jasno podati ponujen znesek za vsako postavko.*

2. Izhodiščna cena za premoženje iz 1. točke:

Izhodiščna cena za premoženja stečajnega dolžnika iz točke 1 znaša:

790.574,00 EUR

**Cene za posamezne postavke znotraj tabele so navedene v tabeli v prilogi (glej predzadnji stolpec).*

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

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

79.057,00 EUR

**Cene za posamezne postavke znotraj tabele so navedene v tabeli v prilogi (glej zadnji stolpec).*

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 – rezervni deli APRIL Postavka X**" (pri čemer X pomeni zap. številko postavke, npr. »plačilo varščine – rezervni deli APRIL Postavka 34«) **v višini navedeni v tabeli v prilogi (glej zadnji stolpec).**

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 upoštevane samo popolne in pravočasne ponudbe. Ponudbe, ki bodo nižje od izhodiščne cene iz 2. točke, v postopku ne bodo upoštevane.
- 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 aro. 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 ENEGA meseca 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. Z oddajo ponudbo se šteje, da je kupec seznanjen s predmetom prodaje, delovanjem le tega, z morebitnimi napakami/poškodbami, omejitvami, količinskim stanjem ter ostalimi relevantnimi podatki. Pritožbe zoper zgoraj navedeno ne bodo upoštevane. Vsi podatki iz seznama so povzeti iz računovodske dokumentacije in popisov, zato so zaradi večjega obsega v naravi možna odstopanja dejanskega stanja od izvedenega popisa, za katero stečajni dolžnik ne odgovarja. Potencialni kupci si lahko predmete javne prodaje ogledajo pred prodajo, zato kakršnekoli reklamacije v zvezi z nepoznavanjem predmetov ali odstopanjem ne bodo upoštevane.
- xi. Kupec je dolžan na lastne stroške predmete prodaje odpeljati v roku 15 dni po pozivu upravitelja k prevzemu. V primeru, da kupec ne odpelje predmetov prodaje ga bremenijo vsi morebitni stroški skladiščenja.
- xii. Kupec se je prav tako dolžan seznaniti z razpoložljivo dokumentacijo/certifikati, veljavnostjo rezervnih delov ipd.
- xiii. 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 **30.04.2021 (datum odpošiljanja pošte)**, ponudbe se pošljejo **s priporočeno pošto**, v zapečateni ovojnici z oznako »**ADRIA AIRWAYS d.o.o. – v stečaju-REZERVNI DELI APRIL POSTAVKA X – NE ODPIRAJ**« (pri čemer X pomeni zap. številko postavke, npr. »ADRIA AIRWAYS d.o.o. - PONUDBA REZERVNI DELI APRIL POSTAVKA 34 – 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 in premoženja 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 predhodnem dogovoru s sodelavci upravitelja pisno na naslov stečajnega dolžnika, elektronske pošte na vse elektronske naslove hkrati: auktion@adria.si, ana.miler@adria.si, insolvvia@gmail.com in iztok.novak@adria.si, ki je dosegljiv na telefonski številki +386 4 259 42 56 predvidoma med 9. in 12. uro UTC.

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

Priloge:

1. Informativno obvestilo o zbiranju ponudb v angleškem jeziku (Merodajna so določila razpisa VABILA v slovenskem jeziku!)
2. Tabela prodaje
3. Predloga ponudbe za odkup premoženja

* Interesenti lahko posredujejo ločeno ponudbo tudi za posamezne dele/artikle in se bo o teh predlogih odločalo v nadaljnjih postopkih prodaje, v kolikor v tem krogu prodaje povpraševani del/artikel ne bo prodan.

V tem primeru naj ponudniki v svojo ponudbo jasno navedejo predmet ponudbe ter, da je njihova ponudba zgolj informativne narave.

ADRIA AIRWAYS d.o.o. - v stečaju
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 21/01/2021**

hereby publishes the following

INVITATION FOR A BINDING CALL FOR TENDERS

1. Description of the assets to be sold:

The subject of sale is 23 asset items (one item = one row; when there are several pieces in one row, only the total quantity can be sold), which include aircraft spare parts, equipment and material.

**Each item is sold individually. Purchasers who want to submit an offer for multiple items must pay the security listed under point 3 for each item separately, clearly stating the prices offered for each item.*

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

The opening prices of the assets of the debtor in bankruptcy from point 1 are:

790,574.00 EUR

**Prices for individual items in the table are listed in the table in the attachment (see the penultimate column).*

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

79,057.00 EUR

**Prices for individual items in the table are listed in the table in the attachment (see the last column).*

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 **"the payment of security – spare parts APRIL Item X"** (where X means the serial number of the item, e.g. "payment of security – spare parts APRIL Item 34") **in the amount indicated in the table in the attachment (see the last column).**

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 ONE month 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. By submitting an offer, the purchaser shall be deemed familiar with the subject of sale, its functioning, any defects/damage, restrictions, quantities and other relevant details. Complaints concerning the above-mentioned will not be considered. All data from the list is taken from accounting documentation and inventories, which means that due to the large scope, the actual state of the facts may deviate from the conducted inventory, for which the debtor in bankruptcy is not responsible. Potential purchasers can examine the subjects of public sale before the sale, which is why any complaints relating to unfamiliarity with the objects or deviations will not be considered.
- xi. The purchaser is obligated to transport the subjects of sale at their own expense within 15 days from the receiver's invitation to collect them. If the purchaser fails to transport the subjects of sale, they shall be charged for all storage costs.
- xii. Furthermore, the purchaser is obligated to familiarise themselves with any available documentation/certificates, validity of spare parts, etc.
- xiii. The price is net and exclusive of any fiscal charges and costs of drawing up the contract, which shall be charged according to the applicable attorney tariff.

5. Time limit for the submission of offers:

The time limit for the submission of offers is **30/04/2021 (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 - SPARE PARTS APRIL ITEM X – DO NOT OPEN**" (where X means the serial number of the item, e.g. »ADRIA AIRWAYS d.o.o. - OFFER SPARE PARTS APRIL ITEM 34 – 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 the assets and other documentation related to the sale of the assets of the debtor in bankruptcy and obtaining any other information regarding the sale procedure is possible by prior arrangement with the receiver's associates by written notice to the address of the debtor in bankruptcy and by email to all of the following addresses simultaneously: auktion@adria.si, ana.miler@adria.si, insolvija@gmail.com and iztok.novak@adria.si, who is available at +386 4 259 42 56, most likely between 9 and 12 a.m. UTC.

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:

1. Information notice on the call for tenders in English (only the provisions of the INVITATION to tender in Slovenian are authoritative!)
2. 1 table
3. Offer template for purchasing assets

* Interested parties can submit separate offers for individual parts/objects and they will be considered in subsequent sale procedures, provided the respective part/object has not been sold in the second round of the sale.

In this case, bidders should clearly state in their offers the subject of the offer and that the offer is only given for information.

Priloga št. 2 / Attachment no. 2

Tabela 1 / Table 1:

ZAP.ŠT. / POS.No.	LOKACIJA (podjetje, država) / LOCATION (company, state)	Primerno za / Suitable for	KOMERCIALNA OZNAKA / PN	KOMERCIALNI OPIS / DESCRIPTION	KOL. / QTY	SERIJSKA ŠTEVILKA / SN	STANJE / CONDITION	Izhodiščna cena v / Opening price in EUR	Vrednost varščine (10%) v / Value of security deposit (10%) in EUR
34	Adria Airways, Ljubljana; Slovenija	SAAB	3505726-5	STARTER AIR TURBINE	1	366	SVC	40.691	4.069
56	Adria Airways, Ljubljana; Slovenija	SAAB	790425A6	STARTER PNEUMATIC	1	A14321	SVC	33.403	3.340
59	Adria Airways, Ljubljana; Slovenija	SAAB	822-0021-102	CDU-4100 CONTROL DISPLAY UNIT	1	606	SVC	23.078	2.308
60	Adria Airways, Ljubljana; Slovenija	SAAB	822-0021-102	CONTROL DISPLAY UNIT	1	574	SVC	21.256	2.126
77	Adria Airways, Ljubljana; Slovenija	SAAB	APFU100-01-AK	FADEC (full authority digital engine control)	1	BX35071	SVC	45.549	4.555
78	Adria Airways, Ljubljana; Slovenija	SAAB	APFU100-01-AK	FADEC	1	BX37850	SVC	45.549	4.555
987	Adria Airways, Ljubljana; Slovenija	AIRBUS	C20225508	BRAKE ASSY	1	04259	SVC	39.476	3.948
988	Adria Airways, Ljubljana; Slovenija	AIRBUS	C20225510	BRAKE ASSY-MLG ZAVORA	1	15120	SVC	39.476	3.948
1024	Adria Airways, Ljubljana; Slovenija	CRJ	90001663	DISC-ROTATING ZAVORNI DISK	23	N/A	SVC	35.619	3.562
1025	Adria Airways, Ljubljana; Slovenija	CRJ	90001663	DISC-ROTATING ZAVORNI DISK	34	N/A	SVC	52.655	5.265
1036	Adria Airways, Ljubljana; Slovenija	CRJ	5013686-1	END-PLATE	11	N/A	SVC	30.062	3.006
1388	Adria Airways, Ljubljana; Slovenija	CRJ	766288	AC GENERATOR-APU	1	0460	SVC	24.900	2.490
1856	Adria Airways, Ljubljana; Slovenija	CRJ	90001201-1	BRAKE ASSY, CRJ-900 ZAVORA	1	NOV08-1109	SVC	39.476	3.948
1887	Adria Airways, Ljubljana; Slovenija	CRJ	228-50080-157	NOSE COWL	1	SB/RJNAC/C0176	SVC	40.994	4.099
1888	Adria Airways, Ljubljana; Slovenija	CRJ	228-50080-802	NOSE COWL	1	SB/RJ/11273	SVC	40.994	4.099
1889	Adria Airways, Ljubljana; Slovenija	CRJ	228-50081-142	NOSE COWL	1	SB/RJ/52003	SVC	21.317	2.132
1890	Adria Airways, Ljubljana; Slovenija	CRJ	228-50142-853	CORE COWL DOOR	1	SB/RJ/1319	SVC	28.969	2.897
1892	Adria Airways, Ljubljana; Slovenija	CRJ	228-50162-417	CORE COWL DOOR	1	SB/RJ/1261	SVC	34.435	3.443
1893	Adria Airways, Ljubljana; Slovenija	CRJ	228-50162-418	CORE COWL DOOR	1	SB/RJ/1315	SVC	34.435	3.443
1894	Adria Airways, Ljubljana; Slovenija	CRJ	228-50181-845	EXHAUST NOZZLE FAIRING	1	SB/RJNAC/C0361	SVC	27.876	2.788
1897	Adria Airways, Ljubljana; Slovenija	CRJ	228-50207-260	TRANS COVER	1	SB/RJ/1311	SVC	30.123	3.012
1898	Adria Airways, Ljubljana; Slovenija	CRJ	228-50208-237	TRANS COVER	1	SB/RJNAC/C0178	SVC	30.123	3.012
1899	Adria Airways, Ljubljana; Slovenija	CRJ	228-50208-238	TRANS COWL	1	SB/RJ/1318	SVC	30.123	3.012
TOTAL								790.574	79.057

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:

23 postavk premoženja (ena postavka = ena vrstica), ki v naravi predstavljajo rezervne dele, opremo in podobno za letala. Glej tabelo na naslednji strani.

ZAP.ŠT. / POS.No.	KOMERCIALNA OZNAKA / PN	KOMERCIALNI OPIS / DESCRIPTION	KOL. / QTY	SERIJSKA ŠTEVILKA / SN	Ponujena kupnina (v EUR brez DDV)	Rok plačila, v dnevih po podpisu pogodbe
987	C20225508	BRAKE ASSY	1	04259		
988	C20225510	BRAKE ASSY-MLG ZAVORA	1	15120		
1024	90001663	DISC-ROTATING ZAVORNI DISK	23	N/A		
1025	90001663	DISC-ROTATING ZAVORNI DISK	34	N/A		
1036	5013686-1	END-PLATE	11	N/A		
1388	766288	AC GENERATOR-APU	1	0460		
1856	90001201-1	BRAKE ASSY, CRJ-900 ZAVORA	1	NOV08-1109		
1887	228-50080-157	NOSE COWL	1	SB/RJNAC/C0176		
1888	228-50080-802	NOSE COWL	1	SB/RJ/11273		
1889	228-50081-142	NOSE COWL	1	SB/RJ/52003		
1890	228-50142-853	CORE COWL DOOR	1	SB/RJ/1319		
1892	228-50162-417	CORE COWL DOOR	1	SB/RJ/1261		
1893	228-50162-418	CORE COWL DOOR	1	SB/RJ/1315		
1894	228-50181-845	EXHAUST NOZZLE FAIRING	1	SB/RJNAC/C0361		
1897	228-50207-260	TRANS COVER	1	SB/RJ/1311		
1898	228-50208-237	TRANS COVER	1	SB/RJNAC/C0178		
1899	228-50208-238	TRANS COWL	1	SB/RJ/1318		
34	3505726-5	STARTER AIR TURBINE	1	366		
56	790425A6	STARTER PNEUMATIC	1	A14321		
59	822-0021-102	CDU-4100 CONTROL DISPLAY UNIT	1	606		
60	822-0021-102	CONTROL DISPLAY UNIT	1	574		
77	APFU100-01-AK	FADEC (full authority digital engine control)	1	BX35071		
78	APFU100-01-AK	FADEC	1	BX37850		

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 poslovodstva 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.

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:

23 asset items (one item = one row), which include aircraft spare parts, equipment and material. See table on the next page.

ZAP.ŠT. / POS.No.	KOMERCIJALNA OZNAKA / PN	KOMERCIJALNI OPIS / DESCRIPTION	KOL. / QTY	SERIJSKA ŠTEVILKA / SN	Offered purchase price (in EUR excl. VAT)	Deadline for payment in days following signature of contract
987	C20225508	BRAKE ASSY	1	04259		
988	C20225510	BRAKE ASSY-MLG ZAVORA	1	15120		
1024	90001663	DISC-ROTATING ZAVORNI DISK	23	N/A		
1025	90001663	DISC-ROTATING ZAVORNI DISK	34	N/A		
1036	5013686-1	END-PLATE	11	N/A		
1388	766288	AC GENERATOR-APU	1	0460		
1856	90001201-1	BRAKE ASSY, CRJ-900 ZAVORA	1	NOV08-1109		
1887	228-50080-157	NOSE COWL	1	SB/RJNAC/C0176		
1888	228-50080-802	NOSE COWL	1	SB/RJ/11273		
1889	228-50081-142	NOSE COWL	1	SB/RJ/52003		
1890	228-50142-853	CORE COWL DOOR	1	SB/RJ/1319		
1892	228-50162-417	CORE COWL DOOR	1	SB/RJ/1261		
1893	228-50162-418	CORE COWL DOOR	1	SB/RJ/1315		
1894	228-50181-845	EXHAUST NOZZLE FAIRING	1	SB/RJNAC/C0361		
1897	228-50207-260	TRANS COVER	1	SB/RJ/1311		
1898	228-50208-237	TRANS COVER	1	SB/RJNAC/C0178		
1899	228-50208-238	TRANS COWL	1	SB/RJ/1318		
34	3505726-5	STARTER AIR TURBINE	1	366		
56	790425A6	STARTER PNEUMATIC	1	A14321		
59	822-0021-102	CDU-4100 CONTROL DISPLAY UNIT	1	606		
60	822-0021-102	CONTROL DISPLAY UNIT	1	574		
77	APFU100-01-AK	FADEC (full authority digital engine control)	1	BX35071		
78	APFU100-01-AK	FADEC	1	BX37850		

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.