

Na podlagi določb 167. člena Stvarnopravnega zakonika<sup>1</sup> (v nadaljevanju »SPZ«) družba YM CONSTRUCTION, gradbeništvo in storitve, d.o.o. Tbilisijska ulica 81, 1000 Ljubljana, matična številka: 8870462000, davčna številka: SI 10842853

## OBJAVLJA PRVO PRODAJO PREMOŽENJA Z JAVNO DRAŽBO

### Z ZNIŽEVANJEM IN ZVIŠEVANJEM IZKLICNE CENE

ki bo dne 16. avgusta 2024 ob 9:00 uri

v prostorih družbe YM CONSTRUCTION d.o.o., sejna soba

na naslovu Gradbišče 2TDK Dekani, Bela Zgradba, 6271 Dekani, Slovenija

#### 1. Predmet dražbe

1.1. Predmet prodaje so:

| Zaporedna številka | Tip predmeta | Opis predmeta         | Znamka              | Model | Moč   | Enota | Številka šasije          | Številka motorja     | Izključna cena |
|--------------------|--------------|-----------------------|---------------------|-------|-------|-------|--------------------------|----------------------|----------------|
| a                  | EARTHWORKS   | WHEEL LOADER          | CASE 921F           | 2018  | 254,6 | HP    | FNHS21F1NJHE12539        | 1627203              | 100.000,00 €   |
| b                  | EARTHWORKS   | WHEEL LOADER          | CASE 921F           | 2018  | 254,6 | HP    | FNH921F1NUHE12488        | 1614875              | 100.000,00 €   |
| c                  | EARTHWORKS   | TUNNEL BORING MACHINE | EPIROC E2C          | 2008  | 231,9 | HP    | AVO<br>08A419/8991761200 | 10687263             | 230.000,00 €   |
| d                  | BETON WORKS  | SHOTCRETE ROBOT       | TUNELMAK 450W       | 2018  |       | HP    | 0349.R114                |                      | 90.000,00 €    |
| e                  | UTILITY      | GENERATOR             | KOHLER D630         | 2021  |       | HP    | 21007602                 | DV18-<br>OOG11114529 | 27.300,00 €    |
| f                  | UTILITY      | GENERATOR             | KOHLER D630         | 2021  |       | HP    | 21007742                 | DV18-<br>OOG11114526 | 29.000,00 €    |
| g                  | BETON WORKS  | SHOTCRETE ROBOT       | TUNELMAK ADROİT 412 | 2017  | 35    | HP    | 0305.007.D               |                      | 60.000,00 €    |
| h                  | UTILITY      | TUNNEL FAN            | NAVV-K / 180/80-10  | 2021  | 200   | KW    |                          |                      | 25.000,00 €    |
| i                  | UTILITY      | TUNNEL FAN            | NAVV-K / 180/80-10  | 2021  | 200   | KW    |                          |                      | 25.000,00 €    |

<sup>1</sup> Uradni list RS, št. 87/02, 91/13 in 23/20.

- 1.2. Premoženje se prodaja posamično po zgoraj navedenih posameznih predmetih prodaje in po izklicni ceni, kot je določena pri posameznem predmetu prodaje. Vsak od predmetov, označenih z zaporednimi črkami od a.) do i.), se bo dražil samostojno.
- 1.3. Prodajalec ima predmete javne dražbe v posesti in ima na njih na podlagi 261. člena Obligacijskega zakonika<sup>2</sup> (v nadaljevanju »OZ«) pridržno pravico v zvezi s terjatvami iz gospodarske pogodbe, sklenjene z lastnikom predmeta prodaje, to je družbo Türkcan Yapı Madencilik ve İş Makinaları Sanayi ve Ticaret Limited Şirketi, podružnica Ljubljana, Celovška cesta, 172, 1000 Ljubljana, matična številka: 8910642000, davčna številka: SI 46605410. Prodaja se izvede kot izvensodna prodaja zastavljene stvari skladno z določbami 167. člena SPZ v zvezi z 264. členom OZ.

## 2. Izklicna cena in plačilo varščine

- 2.1. Izklicna cena ne vsebuje davščin in prispevkov. Davščine in prispevki se zaračunajo kupcu dodatno in sicer na osnovi veljavnih predpisov. Vse dajatve in stroške v zvezi s prenosom lastništva mora plačati kupec.
- 2.2. Na dražbi predmeta prodaje lahko sodelujejo ponudniki, ki bodo najkasneje tri delovne dni pred začetkom dražbe vplačali varščino v višini 10 % izklicne cene predmeta prodaje. Dražitelji morajo pred začetkom javne dražbe prodajalcu predložiti dokazilo o plačilu varščine, iz katerega je razvidno, da je plačnik varščine dražitelj. Dokazilo o plačilu varščine morajo dražitelji posredovati na e-mail naslov: [ymdoo@yapimerkezi.si](mailto:ymdoo@yapimerkezi.si). Dražitelji morajo prodajalca obvestiti, za kateri predmet prodaje je bila varščina plačana. Dražitelj lahko draži le tisti predmet javne dražbe, za katerega je vplačal varščino.
- 2.3. Če dražitelj ne predloži potrdila o vplačilu varščine ali če plačilo ni vidno na transakcijskem računu prodajalca najkasneje zadnji delovni dan pred dnem dražbe, dražitelj ni upravičen do udeležbe na dražbi. Morebitno prepozno vplačano varščino prodajalec v 30 dneh po datumu dražbe vrne na račun, s katerega je bila vplačana.
- 2.4. Šteje se, da se dražitelj z vplačilom varščine izrecno in nepogojno strinja z vsebino ter vsemi zahtevami in pogoji iz te objave ter njenih prilog.

<sup>2</sup> Obligacijski zakonik (Uradni list RS, št. 97/07 - uradno prečiščeno besedilo, 64/16 - odl. US, 20/18)

2.5. Dražitelji plačajo varščino v višini 10% izklicne cene za

- predmet a. = 10.000,00 EUR
- predmet b. = 10.000,00 EUR
- predmet c. = 23.000,00 EUR
- predmet d. = 9.000,00 EUR
- predmet e. = 2.730,00 EUR
- predmet f. = 2.900,00 EUR
- predmet g. = 6.000,00 EUR
- predmet h. = 2.500,00 EUR
- predmet i. = 2.500,00 EUR

na transakcijski račun prodajalca, odprt pri UNICREDIT BANKA SLOVENIJA d.d., številka računa SI56 2900 0005 3321 339, s pripisom namena nakazila: »varščina za javno dražbo – predmet [navedba zaporedne oznake predmeta]«.

2.6. V kolikor bo dražitelj dražil več predmetov dražbe, mora za vsakega plačati varščino in pri tem jasno navesti, katere predmete dražbe bo dražil.

2.7. Varščina se ne obrestuje. Dražitelju, ki na dražbi ne uspe, prodajalec v 60 koledarskih dneh po podpisu pogodbe s kupcem vrne varščino na transakcijski račun, iz katerega je bila varščina nakazana, razen če je s takšnim dražiteljem prodajalec sklenil prodajno pogodbo na podlagi točke 4.4 spodaj in se je vplačana varščina vštela v kupnino.

### 3. Udeležba na javni dražbi

3.1. Na javni dražbi lahko sodelujejo domače in tuje pravne ter fizične osebe.

3.2. Javne dražbe se lahko udeleži samo tisti dražitelj, ki najkasneje tri delovne dni pred javno dražbo plača varščino in prodajalcu predloži dokazilo o plačilu varščine v skladu z 2. točko te objave, pri čemer mora biti plačilo vidno na transakcijskem računu prodajalca najkasneje zadnji delovni dan pred dnevom dražbe.

#### 4. Sklenitev prodajne pogodbe in plačilo kupnine

- 4.1. Kupec, ki bo na dražbi uspel, mora podpisati listino z vsebino prodajne pogodbe najkasneje v roku treh delovnih dni po opravljeni dražbi in vplačati preostanek kupnine na transakcijski račun prodajalca v roku 15 koledarskih dni od podpisa listine z vsebino prodajne pogodbe. Kupec nosi stroške, ki nastanejo s prenosom ali zaradi prenosa lastninske pravice na kupca.
- 4.2. Šteje se, da dražitelj z oddajo ponudbe na dražbi v celoti potrjuje in soglaša z vsebino prodajne pogodbe in se vsak dražitelj izrecno strinja, da vsebine prodajne pogodbe ni mogoče spreminjati.
- 4.3. Če dražitelj ali ponudnik na dražbi ali v postopku zbiranja ponudb uspe in sklene ter podpiše prodajno pogodbo v skladu s pravili teh dražbenih pogojev, se plačilo varščine skladno z 2. točko te objave šteje kot plačilo are v znamenje sklenitve prodajne pogodbe in se všteje v kupnino.
- 4.4. V primeru, da kupec (uspešni dražitelj) v roku, določenem v prvem odstavku te točke, ne podpiše prodajne pogodbe ali v primeru da ne plača kupnine v postavljenem roku ali če kupec v roku ne izpolni katere od drugih pogodbenih obveznosti, je prodajna pogodba razvezana brez dodatnega roka za izpolnitev (fiksno pogodbenih rokov), razen če prodajalec kupcu v roku 5 delovnih dni po tem, ko je nastopila kupčeva zamuda, sporoči, da pri pogodbi vztraja. Če je prodajna pogodba razvezana zaradi kupčeve neizpolnitve, ali če prodajalec od prodajne pogodbe odstopi zaradi kupčeve neizpolnitve, vplačana varščina oziroma ara in morebitna delna plačila zapadejo v korist prodajalca, ki je upravičen prejeta sredstva zadržati kot pogodbeno kazen. V primerih iz prejšnje povedi se lahko prodajalec odloči za prodajo premičnin tistemu dražitelju, ki je ob izpolnjevanju vseh zahtevanih pogojev iz tega obvestila na dražbi ponudil naslednjo najvišjo ceno, pri čemer je naknadno izbrani dražitelj dolžan podpisati listino z vsebino prodajne pogodbe, če ga prodajalec o svoji odločitvi obvesti v roku 45 koledarskih dni po zaključku dražbe.
- 4.5. Prenos lastninske pravice na premoženju in izročitev premoženja v posest kupca bo izvršena po plačilu celotne kupnine, davka in stroškov v zvezi s prenosom lastništva. Kupec je dolžan poskrbeti za morebitne registracije prenosov lastninske pravice v javnih registrih. Vse dajatve in stroške v zvezi s prenosom lastninske pravice mora plačati kupec.

- 4.6. Ob primopredaji bosta pogodbeni stranki sestavili zapisnik.
- 4.7. Če izbrani dražitelj v roku iz prvega odstavka te točke ne podpiše pogodbe oziroma ni pripravljen kupiti pogodbenega predmeta, ali če zaradi razlogov, ki so na njegovi strani, kljub sklenitvi pogodbe ne izpolni svojih pogodbenih obveznosti, prodajalec obdrži varščino in se varščina ne vrne dražitelju.

## **5. Ogled predmeta dražbe in odgovornost za napake**

- 5.1. Vse informacije v zvezi s prodajo in ogledom premoženja dobijo zainteresirani kupci pri predstavniku prodajalca na tel. št. +386 40 738 286. Ogledi so mogoči od objave tega obvestila do zadnjega dne pred izvedbo javne dražbe. Na dan javne dražbe ogledi predmeta dražbe niso več mogoči. Za dražitelje, ki pristopijo na dražbo velja domneva, da jim je predmet dražbe ter njegovo stanje poznano.
- 5.2. Kupec nima pravic iz jamčevanja za napake stvari in prodajalec ne odgovarja za stvarne napake in niti za pravne napake premoženja, ki je predmet prodaje.
- 5.3. Vsi predmeti prodaje se kupujejo po sistemu »videno-kupljeno«. Vsi predmeti javne dražbe so rabljeni, nekateri v nedelujočem stanju in potrebni popravila.

## **6. Pooblaščenci**

- 6.1. Pooblaščenci pravnih oseb morajo na javni dražbi predložiti originalno pisno pooblastilo in izpisek iz sodnega registra, ki ni starejši od 10 dni, iz katerega je razviden status zakonitega zastopnika, ki je v imenu pravne osebe dal pooblastilo. Fizična oseba oziroma zakoniti zastopnik svojo identiteto izkaže z osebnim dokumentom (osebna izkaznica, potni list). Pooblaščenci fizičnih oseb morajo na javni dražbi predložiti pisno pooblastilo dražitelja (fizične osebe) v izvirniku. Pooblaščenec izkaže svojo identiteto z osebnim dokumentom (osebna izkaznica, potni list).

## **7. Odločitev o preklicu javne dražbe**

- 7.1. Prodajalec si pridržuje pravico, da javno dražbo pred začetkom dražbe prekliče brez kakršnihkoli pravnih posledic, ne da bi mu bilo treba navesti razloge za svojo odločitev. Odgovornost prodajalca za stroške in morebitne druge obveznosti, ki v zvezi z dražbo nastanejo potencialnim dražiteljem, je izključena. Morebitno vplačano varščino prodajalec v tem primeru vrne na račun, s katerega je bila vplačana, v 30 dneh po preklicu dražbe. Varščina se ne obrestuje.

## **8. Odločitev o ustavitvi postopka**

- 8.1. Prodajalec si pridržuje pravico, da tudi po začetku dražbe kadarkoli in v kateremkoli dražbenem koraku odstopi od nadaljnje dražbe in pogodbenega predmeta ne proda, ne da bi moral udeležencem postopka pojasnjevati svoje razloge. To pomeni, da ni dolžan, niti nihče od njega ne more zahtevati, da sklene pogodbo o prodaji premičnine z dražiteljem, ki je ob izpolnjevanju vseh zahtevanih pogojev iz tega obvestila ponudil najvišjo ceno, ali komerkoli drugim. V primeru tovrstne odločitve se postopek z javno dražbo ustavi. Odgovornost prodajalca za stroške in morebitne druge obveznosti, ki v zvezi z dražbo nastanejo dražiteljem, je izključena. Morebitno vplačano varščino prodajalec v tem primeru vrne na račun, s katerega je bila vplačana, v 30 dneh po datumu dražbe. Varščina se ne obrestuje.

## **9. Odločitev o razveljavitvi postopka**

- 9.1. Prodajalec si pridržuje pravico, da kadarkoli, tudi že po zaključku dražbe in sklenitvi pogodbe s kupcem, vendar le do pravno veljavnega prenosa lastninske pravice na pogodbenem predmetu na kupca, postopek z javno dražbo razveljavi iz posebej upravičenih razlogov, ki jih vnaprej ni mogel predvideti, za kar ne nosi nobene odgovornosti, dražitelji pa iz tega naslova ne morejo zoper njega uveljaviti nikakršnih zahtevkov. Za prodajni postopek ima takšna Prodajalčeva odločitev enake posledice kot ustavitev postopka z javno dražbo (točka 8).



## 10. Pravila javne dražbe

- 10.1. Dražbo vodi s strani prodajalca pooblaščen oseb. Predmeti iz 1. točke te objave se bodo dražili v zaporedju, kot so navedeni v razpredelnici iz točke 1. te objave, in sicer začenši s predmetom, ki je naveden pod zaporedno oznako »a«.
- 10.2. Za potrebe pravilne izvedbe javne dražbe, predvsem ugotavljanja sočasnosti podaje ponudbe ali sprejema cene, in za namene dokazovanja pravilne izvedbe dražbenih korakov, se potek javne dražbe zvočno snema.
- 10.3. Neposredno pred začetkom javne dražbe se bo opravil popis navzočih na javni dražbi. Zaradi pravočasne oprave popisa morebitnim udeležencem javne dražbe priporočamo, da so navzoči pred prostorom javne dražbe vsaj 30 minut pred začetkom le-te. Pristop na javno dražbo je mogoč le do razglasa vodje dražbe o začetku javne dražbe, kasneje pristop in sodelovanje na javni dražbi, ne glede na morebitno plačilo varščine, ni več mogoč. Šteje se, da se dražitelj, ki ni pravočasno pristopil na dražbo, dražbe ni udeležil, prodajalec pa je upravičen s strani tega dražitelja vplačano varščino oziroma varščine obdržati kot pogodbeno kazen.
- 10.4. Dražitelj s pristopom na javno dražbo potrdi poznavanje predmeta javne dražbe, izklicne cene ter jasno poznavanje dražbenih pravil ter oglasa in vsebine osnutka prodajne pogodbe. Kakršnekoli pritožbe zaradi nepoznavanja dražbenih pravil, oglasa, predmeta javne dražbe ali izklicne cene po pristopu k dražbi niso možne in jih vodja javne dražbe zavrne brez obrazložitve.
- 10.5. O poteku javne dražbe se vodi zapisnik.
- 10.6. Prodaja se bo izvedla kot **kombinirana javna dražba z zniževanjem in zviševanjem izklicne cene**. Vodja dražbe najprej izkliče izklicno ceno. V primeru, da nobeden od dražiteljev ne sprejme izklicne cene, se začne zniževanje izklicne cene v skladu s temi pravili. Izklicna cena se bo v posameznem koraku **najprej zniževala za največ 2.000,00 EUR**.
- 10.7. V primeru, da v prvem ali kateremkoli koraku draženja v fazi zniževanja izklicne cene več dražiteljev istočasno sprejme isto ceno, se javna dražba nadaljuje po pravilih za javno dražbo z zviševanjem izklicne cene. Za istočasni sprejem cene v posameznem koraku zniževanja cene šteje

vsak sprejem, kjer ponudnik sprejme isto ceno istočasno ali v času 2 minut od trenutka, ko je prvi ponudnik sprejel izklicno ceno v posameznem koraku.

- 10.8. V fazi zviševanja izklicne cene se bo cena v vsakem koraku **poviševala za najmanj 1.000,00 EUR**. V fazi zviševanja izklicne cene lahko dražitelji ceno v posameznem koraku dvigujejo tudi za višji znesek. Na dražbi bo uspešen dražitelj, ki ponudi najvišjo ceno. Zviševanje cene se nadaljuje, dokler v zadnjem koraku noben dražitelj tudi po tretjem izklicu cene ne sprejme izklicne niti ne ponudi višje cene. V primeru da več dražiteljev sprejme ali ponudi enako ceno za posamezen predmet dražbe, se šteje za uspešnega dražitelja dražitelj, ki je takšno ceno sprejel ali ponudil prvi. Če sta dva dražitelja sprejela ali ponudila ceno istočasno se med njima opravi žreb.
- 10.9. Vodja dražbe v časovnih razmikih, ki jih določi sam, znižuje oziroma dviguje izklicno ceno za znesek, ki je določen v oklicu dražbe.
- 10.10. Vodja dražbe izkliče novo ceno brez kakršnikoli ostalih navedb ali pojasnil, navede le znesek, ki velja kot izklicna ceno v tem koraku dražbe. Vodja dražbe lahko poljubno dolgo čaka do naslednjega znižanja ali zvišanja izklicne cene.
- 10.11. Za sprejem izklicne šteje naslednja nepogojna izjava dražitelja: »KUPIM« in navedbo imena oziroma firme dražitelja. Kakršnekoli druge navedbe dražiteljev ne veljajo kot sprejem izklicne cene in se ne upoštevajo. Za ponudbo cene, ki je višja od izklicne cene, šteje naslednja nepogojna izjava dražitelja: »KUPIM ZA CENO« in navedbo cene v evrih ter imena oziroma firme dražitelja.
- 10.12. Prodajna pogodba bo sklenjena z dražiteljem, ki sprejme ali ponudi najvišjo nakupno ceno.
- 10.13. Javna dražba se bo izvedla tudi, če bo navzoč le en ponudnik.
- 10.14. Ko je dražba končana, prodajalec ugotovi, kateri dražitelj je sprejel oziroma ponudil najvišjo ceno za posamezni predmet dražbe, in razglasi, da bo s tem dražiteljem sklenil prodajno pogodbo.
- 10.15. Prodajalec lahko po lastni diskreciji in brez da je za to dolžan navesti razloge odstopi od javne dražbe v kateremkoli koraku v fazi zniževanja ali zviševanja izklicne cene.



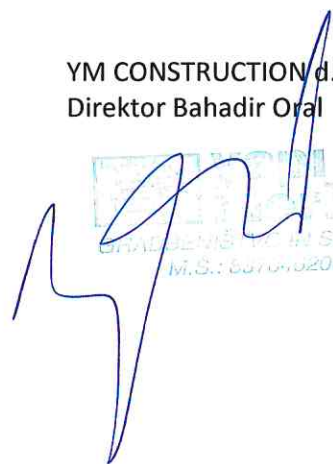
- 10.16. Dražitelji s svojimi izjavami razen cene ne morejo spreminjati nobenih drugih pogojev dražbe.
- 10.17. Vodja dražbe dražiteljem ni dolžan razkriti, do katere cene bo zniževal izključno ceno oz. kdaj bo odstopil od nadaljnje dražbe.
- 10.18. Dražba je končana, ko to razglasi vodja dražbe.
- 10.19. Ugovore proti dražbenemu postopku je mogoče vložiti, dokler zapisnik o poteku javne dražbe ni zaključen in podpisan s strani vodje dražbe.
- 10.20. Ugovore reši vodja dražbe takoj in se vpišejo v zapisnik.

## 11. Pristojnost sodišča in pravo

- 11.1. Za to objavo, postopke, vezane na to objavo, javno dražbo in pogodbo o prodaji se uporablja slovensko pravo. V primeru kakršnihkoli sporov je izključno pristojno sodišče v Ljubljani. Besedilo slovenske verzije teh pravil prevlada.

V Dekanij, 17.7.2024

YM CONSTRUCTION d.o.o.  
Direktor Bahadır Oral


YAPI MERKEZI  
GRADENİŞTVO İN STORİTVE  
M.Ş.: 8870462000



Pursuant to the provisions of Article 167 of the Property Code<sup>1</sup> (hereinafter referred to as the "PC"), YM CONSTRUCTION, Construction and Services, Ltd. Tbilisijska ulica 81, 1000 Ljubljana, registered number: 8870462000, tax number: SI 10842853

**ANNOUNCES THE FIRST SALE OF ASSETS BY PUBLIC AUCTION**  
**BY REDUCING AND INCREASING THE AUCTION PRICE**  
**to be held on 16 August 2024 at 09:00**  
**on the premises of YM CONSTRUCTION d.o.o., meeting room**  
**at Construction Site 2TDK Dekani, Bela Zgradba, 6271 Dekani, Slovenia**

**1. Subject of the auction**

**1.1. The properties for sale are:**

| Serial number | Type of subject | Description of the subject | Brand               | Model | The Power of | Unit | Chassis number           | Engine number        | Starting price |
|---------------|-----------------|----------------------------|---------------------|-------|--------------|------|--------------------------|----------------------|----------------|
| a             | EARTHWORKS      | WHEEL LOADER               | CASE 921F           | 2018  | 254,6        | HP   | FNHS21F1NJHE12539        | 1627203              | 100.000,00 €   |
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| e             | UTILITY         | GENERATOR                  | KOHLER D630         | 2021  |              | HP   | 21007602                 | DV18-<br>OOG11114529 | 27.300,00 €    |
| f             | UTILITY         | GENERATOR                  | KOHLER D630         | 2021  |              | HP   | 21007742                 | DV18-<br>OOG11114526 | 29.000,00 €    |
| g             | BETON WORKS     | SHOTCRETE ROBOT            | TÜNELMAK ADROİT 412 | 2017  | 35           | HP   | 0305.007.D               |                      | 60.000,00 €    |
| h             | UTILITY         | TUNNEL FAN                 | NAVV-K / 180/80-10  | 2021  | 200          | KW   |                          |                      | 25.000,00 €    |
| i             | UTILITY         | TUNNEL FAN                 | NAVV-K / 180/80-10  | 2021  | 200          | KW   |                          |                      | 25.000,00 €    |

<sup>1</sup> Official Journal of the Republic of Slovenia 87/02, 91/13 and 23/20.

- 1.2. The property is sold individually, according to the individual lots listed above, and at the bidding price as set for each lot. Each of the lots marked with consecutive letters a.) to i.) will be auctioned separately.
- 1.3. The Seller shall have possession of the objects of the public auction and shall have a reserved right in respect of them pursuant to Article 261 of the Code of Obligations<sup>2</sup> (hereinafter referred to as "the CoC") in relation to claims arising from the commercial contract concluded with the owner of the objects of the sale, i.e. the company Türkcan Yapı Madencilik ve İş Makinaları Sanayi ve Ticaret Limited Şirketi, Ljubljana Branch, Celovška cesta, 172, 1000 Ljubljana, registration number: 8910642000, tax number: SI 46605410. The sale shall be carried out as an out-of-court sale of the pledged property in accordance with the provisions of Article 167 of the PC in conjunction with Article 264 of the CoC.

## 2. Bidding price and payment of the security

- 2.1. The bidding price does not include taxes and contributions. Taxes and contributions will be charged to the buyer additionally and on the basis of the applicable regulations. All duties and costs in connection with the transfer of ownership are to be paid by the Buyer.
- 2.2. The auction of the object of sale shall be open to bidders who have lodged a security deposit of 10 % of the auction price of the object of sale not later than three working days before the start of the auction. Before the start of the public auction, the bidders must provide the seller with proof of payment of the security, showing that the bidder is the payer of the security. Proof of payment of the security must be sent by the auctioneers to the following e-mail address: ymdoo@yapimerkezi.si. The auctioneers must inform the seller for which lot the security has been paid. The Auctioneer may only bid for the lot for which he has paid the security.
- 2.3. If the auctioneer fails to produce a receipt for the deposit or if the payment is not visible in the seller's transaction account no later than on the last working day preceding the day of the auction,

<sup>2</sup> Code of Obligations (Official Journal of the Republic of Slovenia, No 97/07 - official consolidated text, 64/16 - Decree of the US, 20/18)

the auctioneer shall not be entitled to participate in the auction. Any security paid late shall be returned by the Seller to the account from which it was paid within 30 days of the auction date.

- 2.4. By lodging a deposit, the Bidder shall be deemed to have expressly and unconditionally agreed to the contents and all the terms and conditions of this Notice and its annexes.
- 2.5. The bidders shall pay a security of 10% of the auction price for
- Subject a. = 10.000,00 EUR
  - Subject b. = 10.000,00 EUR
  - Subject c. = 23.000,00 EUR
  - subject d. = 9.000,00 EUR
  - subject e. = 2.730,00 EUR
  - subject f. = 2.900,00 EUR
  - Subject g. = 6.000,00 EUR
  - subject h. = 2.500,00 EUR
  - Subject i. = 2.500,00 EUR

to the Seller's transaction account opened with UNICREDIT BANKA SLOVENIJA d.d., account number SI56 2900 0005 3321 339, with the indication of the purpose of the transfer: 'Security for the public auction - item [*indication of the serial code of the item*].

- 2.6. If the auctioneer is going to auction more than one lot, he must pay a security deposit for each lot, clearly indicating which lots he is auctioning.
- 2.7. The security deposit is not subject to interest. The Seller shall, within 60 calendar days after the signature of the contract with the Buyer, return the deposit to the transaction account from which the deposit was paid, unless the Seller has concluded a contract of sale with such Bidder on the basis of point 4.4 below and the deposit paid has been credited to the purchase price.

### 3. Participation in a public auction

- 3.1. The public auction is open to domestic and foreign legal and natural persons.

- 3.2. The public auction shall be open only to those bidders who, not later than three working days prior to the public auction, pay the deposit and provide the Seller with proof of payment of the deposit in accordance with point 2 of this notice, which must be visible in the Seller's transaction account not later than on the last working day prior to the day of the public auction.

#### **4. Conclusion of the contract of sale and payment of the purchase price**

- 4.1. The successful buyer must sign the deed of sale no later than three working days after the auction and pay the balance of the purchase price into the seller's transaction account within 15 calendar days of signing the deed of sale. The buyer shall bear the costs of the transfer of the ownership right to the buyer.
- 4.2. By submitting a bid at the Auction, the Bidder shall be deemed to fully acknowledge and agree to the contents of the Contract of Sale and each Bidder expressly agrees that the contents of the Contract of Sale may not be modified.
- 4.3. If the auctioneer or bidder is successful in the auction or in the bidding procedure and concludes and signs the contract of sale in accordance with the rules of these Auction Conditions, the payment of the security in accordance with point 2 of this notice shall be considered as payment of earnest money and the confirmation of the conclusion of the contract of sale and shall be included in the purchase price.
- 4.4. If the buyer (successful bidder) fails to sign the contract of sale within the time limit set out in the first paragraph of this point, or if he fails to pay the purchase price within the time limit set, or if the buyer fails to fulfil any other contractual obligation within the time limit set, the contract of sale shall be terminated without any further time limit for performance (fixity of contractual time limits), unless the seller notifies the buyer within 5 working days of the buyer's default that he insists on the contract. If the contract of sale is terminated by reason of the Buyer's default or if the Seller withdraws from the contract of sale by reason of the Buyer's default, the deposit or earnest money paid and any partial payments shall be forfeited to the Seller, who shall be entitled to retain the funds received as liquidated damages. In the cases referred to in the preceding sentence, the seller may decide to sell the movable property to the auctioneer who, having



fulfilled all the conditions required by this notice, has offered the next highest price at the auction, the subsequently successful auctioneer being obliged to sign the deed containing the contract of sale, provided that the seller notifies him of his decision within 45 calendar days of the end of the auction.

- 4.5. The transfer of ownership of the Property and the delivery of the Property to the Buyer will take place upon payment of the full purchase price, tax and costs related to the transfer of ownership. The Buyer is obliged to arrange for the registration of any transfers of title in the public registers. All duties and costs relating to the transfer of title shall be paid by the Buyer.
- 4.6. At the time of handover, the parties will draw up a record.
- 4.7. If the successful bidder does not sign the contract within the time limit referred to in the first paragraph of this point or is unwilling to purchase the contract lot, or if, for reasons attributable to the successful bidder, the successful bidder fails to fulfil its contractual obligations despite the conclusion of the contract, the Seller shall retain the security and the security shall not be returned to the successful bidder.

## 5. Inspection of the auction object and liability for defects

- 5.1. Interested buyers can obtain all information regarding the sale and viewing of the property from the seller's representative at +386 40 738 286. Viewings are possible from the publication of this notice until the last day before the public auction. On the day of the public auction, no viewings of the auctioned property will be possible. Bidders who come to the auction shall be presumed to have knowledge of the auction lot and its condition.
- 5.2. The Buyer has no rights under the guarantee for defects in the goods and the Seller is not liable for material defects or legal defects in the property which is the subject of the sale.
- 5.3. All items are purchased on a "seen-buy" basis. All the items are second-hand, some of them in a non-functioning condition and in need of repair.

## 6. Proxies

- 6.1. At the public auction, the authorised representatives of legal persons must present an original written power of attorney and an extract from the court register, not more than 10 days old, showing the status of the legal representative who has given the power of attorney on behalf of the legal person. The natural person or legal representative shall prove his identity by means of an identity document (identity card, passport). At the public auction, the proxies of natural persons must present the original written power of attorney of the auctioneer (natural person). The proxy shall prove his/her identity by means of an identity document (ID card, passport).

## 7. Decision to cancel the public auction

- 7.1. The Seller reserves the right to cancel the public auction before the start of the auction, without any legal consequences, without having to state the reasons for its decision. The Seller's liability for the costs and any other obligations incurred by potential bidders in connection with the auction is excluded. Any security paid shall in this case be returned by the seller to the account from which it was paid within 30 days of the cancellation of the auction. The security shall not bear interest.

## 8. Decision to close the procedure

- 8.1. The Seller reserves the right to withdraw from the auction at any time and at any step after the start of the auction and not to sell the Contract Lot, without having to explain its reasons to the participants in the procedure. This means that he shall not be obliged, nor shall he be required by anyone, to conclude a contract for the sale of the movable property with the highest bidder or with any other bidder, provided that all the required conditions set out in this notice have been fulfilled. In the event of such a decision, the public auction procedure shall be terminated. The Seller's liability for the costs and any other liabilities incurred by the Auctioneers in connection with the Auction shall be excluded. Any security lodged shall in that event be returned by the seller to the account from which it was lodged within 30 days of the auction date. The security shall not bear interest.

## 9. Decision to annul the procedure

- 9.1. The Seller reserves the right to cancel the public auction at any time, even after the auction has ended and the contract with the Buyer has been concluded, but only until the legally valid transfer of ownership of the Contract Lot to the Buyer has taken place, for any particularly justifiable reasons which the Seller could not have foreseen in advance, for which the Seller shall not be liable and for which the Auctioneers shall not be able to make any claim against the Seller on this account. Such a decision by the Seller shall have the same consequences for the sale procedure as the termination of the public auction procedure (point 8).

## 10. Public auction rules

- 10.1. The auction is conducted by a person authorised by the Seller. The lots referred to in point 1 of this notice will be auctioned in the order set out in the table in point 1 of this notice, starting with the lot listed under the serial number 'a'.
- 10.2. For the purposes of the proper conduct of the public auction, in particular to determine the timeliness of the submission of bids or the acceptance of the price, and for the purpose of proving the correct execution of the auction steps, the public auction shall be audio-recorded.
- 10.3. Immediately prior to the start of the public auction, a list of present bidders at the public auction will be drafted. In order to ensure that the list is taken in time, potential participants in the public auction are advised to be present outside the auction room at least 30 minutes before the start of the public auction. Access to the public auction is only possible until the auctioneer announces the start of the public auction, after which access to and participation in the public auction is no longer possible, irrespective of the payment of any security. An auctioneer who has not entered the auction in time shall be deemed not to have participated in the auction and the seller shall be entitled to retain the deposit(s) paid by that auctioneer as a contractual penalty.
- 10.4. By entering the public auction, the bidder confirms his/her knowledge of the object of the public auction, the bidding price and a clear understanding of the auction rules, the advertisement and the content of the draft contract of sale. Any complaints about lack of knowledge of the auction

rules, the advertisement, the subject-matter of the public auction or the bidding price shall not be admissible after accession and shall be rejected by the auctioneer without giving any reasons.

- 10.5. A record of the public auction is kept.
- 10.6. The sale will be carried out as a **combined public auction with a decreasing and increasing bidding price**. The auctioneer will first call the bidding price. In the event that none of the bidders accepts the bidding price, the reduction of the bidding price shall commence in accordance with these Rules. **The bidding price will be reduced first by a maximum of EUR 2.000,00 EUR in each step.**
- 10.7. In the event that several bidders accept the same price at the same time in the first or any step of the auction during the reduction phase, the public auction shall continue according to the rules for public auctions with an increase of the bidding price. Any acceptance where a bidder accepts the same price at the same time or within 2 minutes of the first bidder accepting the bid price in each step of the price reduction shall be deemed to be a simultaneous acceptance of the price in each step of the price reduction.
- 10.8. During the Bidding Price Increase Phase, the **price will be increased by at least EUR 1.000,00 EUR** in each step. During the Bidding Price Increase Phase, bidders may also increase the price by a higher amount in each step. The highest bidder will be the successful bidder. The price increase shall continue until, in the final step, no auctioneer accepts the bidding price or offers a higher price even after the third price call. In the event that several auctioneers accept or bid the same price for a particular lot, the first auctioneer to accept or bid such price shall be deemed to be the successful auctioneer. If two auctioneers accept or bid at the same time, a draw shall be made between them.
- 10.9. The auctioneer shall, at intervals to be determined by the auctioneer, reduce or increase the bidding price by the amount specified in the auction notice.
- 10.10. The auctioneer shall call out the new price without any other indication or explanation, stating only the amount that is valid as the starting price in this step of the auction. The auctioneer may wait for any length of time until the next reduction or increase of the bidding price.

- 10.11. Acceptance of the Tender shall be deemed to be the following unconditional declaration by the Auctioneer: "I WILL BUY" and the name or business name of the Auctioneer. Any other indication by the auctioneer shall not be deemed to constitute acceptance of the bidding price and shall be disregarded. The following unconditional statement by the auctioneer: 'I WILL BUY AT THE PRICE' and indicating the price in euro and the name or business name of the auctioneer shall be deemed to be a bid higher than the bidding price.
- 10.12. The contract of sale will be concluded with the highest bidder who accepts or offers the highest purchase price.
- 10.13. The public auction will be held even if only one bidder is present.
- 10.14. When the auction is closed, the Seller shall determine which Auctioneer has accepted or offered the highest price for each lot and shall announce that it will conclude a contract of sale with that Auctioneer.
- 10.15. The Seller may, at his own discretion and without being obliged to state reasons, withdraw from the public auction at any step during the phase of reduction or increase of the bidding price.
- 10.16. Bidders may not modify any of the other conditions of the auction other than the price by their declarations.
- 10.17. The auctioneer is not obliged to disclose to the bidders the price to which he will reduce the bidding price or when he will withdraw from further bidding.
- 10.18. The auction is closed when the auctioneer announces it.
- 10.19. Objections to the auction procedure may be lodged until the minutes of the public auction have been completed and signed by the auctioneer.
- 10.20. Objections are resolved immediately by the auctioneer and entered in the minutes.

**11. Jurisdiction of the court and the law**

- 11.1. Slovenian law applies to this publication, the procedures relating to this publication, the public auction and the contract of sale. In the event of any disputes, the exclusive jurisdiction shall lie with the courts of Ljubljana. The Slovenian version of these rules prevails.

In Dekani, 17.7.2024

YM CONSTRUCTION d.o.o.  
Director Bahadır Oral


YAPI MERKEZİ  
GRADNENSTVO IN STORITVE  
M.S.: 8870462000